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NEW YORK STATE DEPARTMENT OF LABOR.

FIFTH ANNUAL REPORT  
OF THE  
COMMISSIONER OF LABOR  
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30  
1905.

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TRANSMITTED TO THE LEGISLATURE JANUARY 3, 1906, AS PART I OF THE  
FIFTH REPORT OF THE DEPARTMENT OF LABOR.



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No. 60.

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## IN ASSEMBLY,

JANUARY 3, 1906.

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FIFTH ANNUAL REPORT

OF THE

## COMMISSIONER OF LABOR.

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STATE OF NEW YORK:

DEPARTMENT OF LABOR,  
ALBANY, *January 2, 1906.*

*To the Speaker of the Assembly:*

SIR.—Pursuant to law, the annual report of the Department of Labor is herewith submitted to the Legislature. It covers the year ended September 30, 1905, and includes preliminary reports of certain Bureaus in the Department. At a subsequent date the detailed reports of the several Bureaus will be transmitted.

Respectfully yours,

P. TECUMSEH SHERMAN,

*Commissioner.*





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## REPORT OF THE COMMISSIONER OF LABOR

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## REPORT OF THE COMMISSIONER OF LABOR.

### *To the Legislature:*

In submitting the annual report of the Department of Labor I must premise with the explanation that I succeeded the Hon. John McMackin as Commissioner of Labor on May 8th last, and that it will therefore be improper if not impossible for me to report for the twelve months ended September 30, 1905, in the usual form. As at the time first mentioned the Department was the object of many attacks for alleged deficiencies, I have devoted my attention particularly to investigating its force and methods with a view to their improvement; and this report will therefore deal almost exclusively with my conclusions and recommendations upon these subjects. For a statement of the operations of the Department for the entire year I beg leave to refer to the reports of its different bureaus, which will be transmitted later.

Already many changes, which are explained hereafter under the heads of the different subjects to which they relate, have been made in the organization and methods of the Department, and which it is believed will be productive of increased efficiency. But some small addition to its office force, a material increase in the field force of the Bureau of Factory Inspection and many changes in the remedial provisions of the law are absolutely necessary, before the Department can reasonably fulfill its purposes.

Mention of all changes during the past year in the personnel of the Department is made in the first appendix to this report, which contains a complete statement of its expenditures.

### PRINTING AND PUBLICATIONS.

The annual reports of the Department for the last few years have been so late in appearing as to seriously impair their usefulness. Those for the year ended September 30, 1903, were not completed until April and May, 1905; while those for 1904 are still with the printer [November 1, 1905]. Some of this delay is unavoidable, because it requires several months after the close of the year to compile and tabulate the statistics which compose a large part of these reports; but the main fault for the delay lies with the State Printer, upon whom there seems to be no time limit imposed for the Legislative printing of this Department.

To remedy this, it is urged that section 8 of the Printing Law be amended by adding the reports of this Department to the number of those which "shall be printed within such reasonable time after the delivery of the copy thereof as shall be prescribed by the officials charged with letting the contract for public printing."

For the reasons above stated the reports of the Bureaus of Factory Inspection, Labor Statistics and Mediation and Arbitration will again be delayed; but as it is deemed important that some statement and recommendations from this Department should be printed and ready for publication by the time the Legislature convenes, this report with the accompanying papers has been hurriedly prepared in ample time to preclude any excuse on the part of the State Printer for failing to so publish it.

It is also recommended that the Printing Law be further amended to reduce the number of sets of our reports to be printed from 7,500 to 5,000. The former number is in excess of the demand; and the cost of handling, packing and distributing them is far in excess of what is possible with our present appropriation for office expenses.

Although it be improbable that the complaint of one Department can have much weight toward effecting a change in the settled policy of the State as to its public printing, nevertheless I must respectfully protest that the dependence of this Department upon one printer for its Department printing unduly hampers its efficiency and causes embarrassments and delays that would not be tolerated in any private business.

#### BOARD AND BUREAU OF MEDIATION AND ARBITRATION.

Chapter 9 of the Laws of 1901 established the *Bureau* of Mediation and Arbitration, and superseded Article X of the Labor Law, which provided for a State Board of Mediation and Arbitration; but it in turn provides that, "the Bureau of Mediation and Arbitration shall be under the special charge and supervision of the Commissioner of Labor, who together with the First and Second Deputy Commissioners of Labor shall constitute a board which shall have the powers conferred and perform the duties imposed by law on the State Board of Mediation and Arbitration."

This Board has done practically nothing during the past year; and it is doubted if one so constituted can ever be of much use for voluntary arbitrations.

But the Bureau of Mediation and Arbitration possesses far greater possibilities for usefulness. Its routine duties are to investigate strikes and lockouts, to gather particulars of trade unions and of employers' organizations, to collect copies of trade agreements between wage earners and employers, and at the same time to do everything possible to promote harmony and agreements between employers and employees, and to avert threatened and to end pending labor disputes by direct or indirect efforts at mediation and conciliation. Mr. Robert W. Hawthorne of New York City, for several years secretary of the Conciliation Committee of the New York Civic Federation, has been appointed Mediator of Labor Disputes in this Bureau with a special view to the latter purposes. It is not believed however that any small bureau in a State department can directly effect much in so large a field. But it is hoped that by a system of correspondence and coöperation with mediatory bodies and disinterested citizens in the different localities, and by placing its data and the assistance of its officials at the service of or in coöperation with all persons engaged in similar efforts, sufficient results may be accomplished to far more than justify its existence.

The law above cited provides that this Bureau shall be under the immediate direction of the Commissioner of Labor, and that the Second Deputy Commissioner shall have charge of the Bureau of Labor Statistics. But the principal duties of the latter Bureau are most efficiently taken care of by the Chief Statistician, and on the other hand the Commissioner is entirely too much occupied with other duties to give to this Bureau the attention it requires. When I assumed office I found it disorganized, and that the Second Deputy Commissioner was assisting in it without defined duties or responsibility. I have therefore, for the time being, placed him in immediate charge of it.

A brief synopsis of the work of this Bureau follows, and is marked Appendix III.

#### BUREAU OF LABOR STATISTICS.

For the reasons before stated this Bureau is under the direction of the Chief Statistician. It is well organized and its personnel are capable and efficient. Its duties are to gather, tabulate and publish statistics of trade unionism, of the state of employment, and of the wages, earnings and hours of labor of employees in productive industries; to tabulate and publish the data and statistics of the Bureaus of Factory Inspection and Mediation

and Arbitration; to edit and publish the Quarterly Bulletins of the Department and to distribute its publications. Its present force is not sufficient for these purposes. It has been customary in the past to detail several deputy factory inspectors to assist it in tabulating the reports of the Bureau of Factory Inspection; but such details necessitate some neglect of field work, and should be avoided. Sufficient appropriations should therefore be made for the temporary employment of two or three clerks for from two to three months annually to perform such tabulation. The Bureau should also be provided with a mailing clerk.

This Bureau has a valuable technical library and a large quantity of unpublished data and records, which contain much material sought after by students and investigators, and from which it is often called upon for special information and reports. Unfortunately its library is not completely catalogued; its force does not enable it to give much attention to more than its routine work, and its cramped quarters in the Capitol absolutely forbid expansion or a proper access to its records by the public. It would be something of an improvement if provision were made—as above recommended—for a mailing clerk, who should also be competent to keep its library catalogued; but beyond all else this Bureau needs larger office space. It is simply impossible for it to do the work it ought, and otherwise could, in the one small room at present assigned to it.

I should not leave the subject of this Bureau without a word of commendation for the Quarterly Bulletins prepared and issued by it under the editorship of the Chief Statistician. We receive many evidences that they are most useful and highly appreciated. I have therefore thought it proper to encourage a wider and freer circulation of them than has been the custom in the past, and believe that in time they will to some extent supplant the demand for our reports, and justify a yet greater reduction in the number of those necessarily bulky publications than is hereinbefore recommended.

#### FREE EMPLOYMENT BUREAU.

Soon after assuming office, I sought advice concerning the Free Employment Bureau of the Department in New York City from those interested in similar agencies, in charitable work, and in labor matters generally. I finally secured the volunteer assistance of Messrs. Lee K. Frankel, manager of the United Hebrew Charities; Frank Tucker, former general agent of the Associa-

tion for Improving the Condition of the Poor, under whose direction the Cooper Union Free Employment Bureau was carried on for several years; James P. Archibald, of the Brotherhood of Painters, Decorators and Paper Hangers, and secretary of the New York Civic Federation; J. W. Sullivan, editor of the *Weekly Bulletin of the Clothing Trades*; and W. E. Kruesi, assistant secretary of the Charity Organization Society, all of New York City, as a committee to investigate the Bureau. They examined its records and methods, conferred with Mr. John J. Bealin, its superintendent, and after careful consideration, rendered the following report:

No. 105 EAST 22D STREET, July 24, 1905.

HON. P. T. SHERMAN, *Commissioner of Labor, No. 107 East Thirty-first Street, New York City:*

Dear Sir.—Pursuant to your request that we should make an examination of the work done by the Free Employment Bureau situated at 107 East Thirty-first street, New York City, and submit to you any suggestions that might be useful to you in connection therewith, we beg to say, that after a personal visit to the Bureau, an interview with its superintendent, and an examination of its reports, we have reached the following conclusions:

1. That the Bureau is, in effect, an intelligence office for women domestic servants.
2. That the sum appropriated for the maintenance of the Bureau (\$5,000), is entirely inadequate to conduct a bureau which might have an effect upon the labor situation in the State in general.
3. That the energy represented by the expenditure of \$5,000 annually, or any larger sum, will at this time produce the best results by dealing with the problem of factory inspection and child labor.
4. That, for the reasons set forth above, the Free Employment Bureau should be discontinued at the end of the present fiscal year.

The statement of situations obtained during the fiscal year ending September 30, 1904, shows that the number of positions obtained for women household workers was about four times the number of positions secured for men. There is no reason, that appeals to us, why the state should maintain an office for the convenience of this class of laborers and its employers. Mr. Bealin, in his report for 1903 (see Third Annual Report of the Commissioner of Labor, page 186), says "The demand for help, especially *general houseworkers*, is far in excess of the supply." As this condition holds good to-day there seems to be no reason why any competent woman household worker should not be able to obtain a position through the usual channels of intelligence offices maintained as business enterprises. Since the passage of the new law requiring supervision and regulation of intelligence offices, we have been informed that there has been a great improvement in the methods of conducting these agencies, and that, on the whole, there is now no cause for serious complaint as to their methods. Therefore, so far as women domestics are concerned, the demand being greater than the supply, and private agencies effective in method and reasonable in



cost and being under legal regulation and supervision, there seems to us no good reason why the State should continue to maintain the Bureau as an intelligence office for their convenience and that of their employers.

So far as obtaining work for men is concerned, the bureau has failed to be effective. The reasons for this, we believe, are not difficult to find. The labor unions are themselves great employment bureaus for their members. Private agencies for all kinds of help have increased in number and improved in efficiency. The cost of advertising in the daily papers, both for employer and employee is now very moderate, and advertising in the newspapers has become a commonly used method of getting both help and positions. Large bodies of unskilled labor are not difficult to obtain for any extensive work of improvement. The organization of occupations not classed as skilled trades into unions has taken place to a marked degree, and these organizations act as labor exchanges for their members. In view of these facts, it seems to us reasonable to believe that no serious result to any man or group of men would come if the free employment bureau were discontinued as a method for obtaining work for men.

It is possible that if a labor bureau were organized by the State on an extensive scale, with branches in all of the principal cities, it might be a factor in the labor situation of the State, but to maintain such a bureau would require a large sum of money annually and to determine its value would require several years of experiment, and as the State is face to face with immediate and pressing labor problems such as factory inspection and child labor, we would recommend that all the energies of your office be turned in that direction.

We believe, therefore, that we are justified in recommending to you that the Free Employment Bureau be discontinued on the ground that it has not become a reliance of or indispensable to any particular group of unemployed, that such discontinuance can be effected without detriment to the interests of any individual or group of individuals, and that the functions it now performs can be as well performed by private agencies.

Respectfully submitted.

(Signed)

LEE K. FRANKEL,  
J. W. SULLIVAN,  
WALTER E. KRUESI,  
FRANK TUCKER,  
JAMES P. ARCHIBALD.

The statement of situations obtained, referred to in this report, did not differ much from that for the year ending September 30, 1905, contained in the report of the Free Employment Bureau, which is transmitted herewith. The following is the summary therein of all positions obtained:

STATISTICS FOR FISCAL YEAR OCTOBER 1, 1903—SEPTEMBER 30, 1904

	Men.	Women.
Number of situations obtained.....	1,006	3,700
Number of re-employments.....	109	588
Number placed the third time.....	31	371
Number of situations outside of New York City.....	303	184
Number of situations outside of New York State.....	97	47

I unqualifiedly endorse the above report, and at the same time acknowledge my obligations to the gentlemen who signed it. There is little doubt that this Bureau, as it is conducted or as it can be conducted on the scale allowed by present appropriations, is a local charity of doubtful expediency, and in practice foreign to the plan and scope of this Department.

At the time of this investigation, the New York City offices of the Department were located in a dwelling house at No. 107 East Thirty-first street, Manhattan, of which the Free Employment Bureau occupied the main floor, principally as waiting-rooms for applicants for positions, while the sub-offices of the other Bureaus were relegated to inconvenient and unsuitable quarters on the upper floors. In order to provide suitable offices for those other Bureaus, they have been moved to No. 120 East Eighteenth street, and the Free Employment Bureau has been provided with a single room adjoining. This has necessitated a change in methods, and now applicants no longer wait on the premises, but only register there, and thereafter meet prospective employers by appointment. It is believed that this change would have been advisable in any event, even had it not been necessitated by lack of space.

On October 1, 1905, Mr. John J. Bealin, for many years superintendent of this Bureau, was transferred to a new position of assistant superintendent, and Mr. Louis A. Havens, formerly a deputy factory inspector, was appointed superintendent in his place. The change was made solely because Mr. Bealin was in poor health, and it was desired to try the experiment of a younger and physically more active manager. I have, however, no faith that any material improvement can be made in the Bureau, and therefore, for the reasons set forth in the foregoing report, I recommend that it be abolished, and that its force, together with the appropriation for it, be diverted to aid the other Bureaus, and more particularly the Bureau of Factory Inspection.

It should be explained in this connection that while Article III of the Labor Law provides that Free Public Employment Bureaus should be established in all cities of the first class, yet no appropriation has ever been made for such a Bureau in any other city than New York.

A report of the operations of this Bureau for the twelve months ending September 30, 1905, is herewith transmitted (Appendix IV).

#### THE BUREAU OF FACTORY INSPECTION.

This Bureau is the storm center of the Department. Upon it is imposed the duty of enforcing the multitudinous provisions of

the Labor Law; and for its alleged failures it has been the target of many and severe criticisms. That it has failed at many points is confessedly true. That some of its deficiencies have been due to imperfect methods is also probably true. But it is my deliberate judgment, in which all who are familiar with the extent of its duties and its means of performing them concur, that with its present field force it is absolutely impossible for it to enforce the provisions of the law throughout the State, even to a reasonable extent, and that its office force and equipment are only to a degree less inadequate. In addition some of the provisions of the Labor Law are practically unenforceable or when enforced have not the effect of curing or abating the evils at which they were aimed. A number of suggestions as to amendments, principally of the remedial provisions of the statutes, to cure these defects, are made hereafter under the heads of the different subjects discussed.

I take pleasure in reporting that in my opinion the personnel of this Bureau is in general intelligent and willing, but regret to add my further opinion that it has been demoralized by unjust discrimination. The field force of this Bureau consists of 37 deputy factory inspectors (exclusive of one now temporarily employed), many of whom have served efficiently for years, and some of whom, at least, are of exceptional ability. Yet neither for merit nor for long service has a single deputy factory inspector been promoted or advanced in salary, while within the last five years their colleagues in the other Bureaus have received many promotions, and some of them over the heads of deputy factory inspectors of superior merit. It is not to criticise the advances in the other Bureaus that this comparison is made, but merely to point out that here is an exceptional class of public servants whose salaries are fixed by law at \$1,200 a year, and upon whom the door for promotion is rigidly closed. This has had a tendency to drive the most efficient and ambitious out of the service, to discourage extra efforts and initiative, and it has undoubtedly in many instances produced demoralization of mind if not of morals. This condition cries for immediate correction. The salaries of the deputy factory inspectors must be so graded as to permit advance for merit, if the best service is to be obtained.

A careful estimate has been made of the minimum number of deputy factory inspectors that would be necessary to reasonably perform the field duties of the Bureau, but that number is not

stated at present for the reason that the experience of the next few months, while this report is in press, may require it to be slightly modified. As above stated, there are at present 37 deputy factory inspectors, (exclusive of one temporarily employed), of whom one is assigned to mines and quarries and two necessarily to office work. This leaves 34 inspectors to inspect and enforce the law in over 35,000 factories, including bakeries, and approximately 15,000 tenements, besides investigating and prosecuting violations of the complicated provisions of Article I of the Labor Law. It is capable of mathematical demonstration that these 34 can not possibly do the work laid out for them. Five years ago there were 50, which number was then deliberately reduced while their work has since been multiplied.

Owing to this hopeless inadequacy of its field force, the Bureau of Factory Inspection has been confronted with a dilemma. If it completed its list of inspections annually, it could not stop to enforce its orders or to punish violations of the law, at least not to a proper extent. While on the other hand, if it did stop to enforce the law, it could not complete its annual inspections. The former Commissioner took the first horn of the dilemma. I have reversed the choice and have taken the latter. The State has recently been divided into districts, and the more important of these districts have been assigned each to one inspector, who is expected to inspect it thoroughly and as far as possible to enforce all the provisions of the law in it. Unfortunately it has been necessary to make these districts so large that some of them will undoubtedly prove to be too large for the capacity of any single inspector. The remaining districts will necessarily be neglected. It is confidently predicted that the results from this change of method will be a substantial improvement over those of the past. But that the Bureau should be forced to leave a large part of the field uncovered is a condition that demands immediate relief.

To add to the difficulties of stretching this small force of inspectors over the extensive territory of the State is the fact that they are liable to jury duty. I urge that these officials be placed upon the exempt list while in active service.

The office force and equipment of this Bureau were found only a little less inadequate than its field force. But its deficiencies in this respect have been partly remedied. The number of its stenographers has been doubled. Its unsuitable sub-office in New York City has been removed to convenient quarters on the second

floor of an office building at No. 120 East Eighteenth street; and its obsolete system of files and records has been replaced by a modern card system patterned after that of the Tenement House Department of New York City. For valuable advice and assistance in preparing this card system we are under obligations to Mr. Lawrence Veiller, late deputy commissioner of that department. These changes, although they involved considerable expense, were deemed of so vital importance that they were made in the face of a certain deficiency in the appropriation for office expenses.

The offices of this Bureau in the Capitol at Albany are small and overcrowded, and its files are encumbered by masses of old and useless records, correspondence and reports which it is illegal to destroy. It is strongly urged that the Commissioner of Labor be authorized in his discretion to destroy such matter after a reasonable time after its receipt.

As before stated, the full report of this Bureau will probably be long delayed, and not be published until after it shall have lost much of its usefulness. A few summary tables of the statistics of the principal operations of the Bureau will be added hereto in the report of the First Deputy Commissioner in charge (Appendix II); but as those statistics are not yet collated at the early date at which I am obliged to prepare the copy of this report for the printer, the following discussion of the principal functions and duties of the Bureau of Factory Inspection must deal only with general results and round numbers without the possibility of citing many exact figures.

#### INSPECTION OF FACTORIES.

The primary and most important duty of the Bureau of Factory Inspection is the inspection of and the enforcement of the various provisions of the Labor Law in factories proper; that is, those manufacturing establishments operating machinery. But when I assumed office I found that this work had been almost entirely neglected during the then current year, in order to concentrate almost the entire force of deputy factory inspectors upon tenement-house work in New York City. That disposition was quickly reversed and factory inspection has been pushed for the remainder of the year with the result that nearly all important factories were once inspected. These annual inspections however do not suffice to accomplish what the law contemplates. Where

orders are given or violations of the law are discovered, repeated re-inspections should be made to secure compliances, and in default thereof proper legal action should be taken to enforce them. While it may be stated as a general proposition that the orders of the Department are promptly and voluntarily complied with by manufacturers, yet the worst offenders are more frequently the exceptions, and it is therefore important that the inspectors should return to them, and should continue to return until all important orders have been obeyed.

A serious difficulty which applies not only to factories proper, but also to workshops, bakeries and tenements, is the enforcement of orders requiring structural changes in leased buildings. Often such alterations amount to improvements in a building, and involve too heavy an expense for a tenant to bear. The operation of the law is particularly severe on a tenant whose lease has but a short time to run, and where the cost of substantial improvements necessary in order to continue his business legally is out of all proportion to the value of the remainder of his term. In particular the responsibility for all structural conditions and for the condition of halls, stairways and all parts used in common should fall upon the landlord where there are several or more tenants of one factory building. Our law in regard to tenement houses already complies with this recommendation, but the responsibility for the particulars which it imposes upon the owners of tenements should be extended to apply also to the owners of factory buildings. In this respect the English law is better than ours in that it places the responsibility for many particulars required by it primarily upon the owners of what it calls "tenement factories."

In this connection, attention is called to the fact that the definition of a factory in our law is somewhat vague. It is contained in section 2 of the Labor Law and reads as follows: "The term factory \* \* \* shall be construed to include also any mill, workshop or other manufacturing or business establishment where one or more persons are employed at labor." In practice the Department construes this provision to include only those establishments in which something is manufactured or repaired, or in which machinery is extensively employed; in other words those wherein persons are engaged in a productive or mechanical industry. This excludes, for instance, storage warehouses, although they are business establishments where one or more persons are employed at labor; and also unfinished or unused factory buildings.



## ACCIDENTS.

The safeguarding of machinery continues to receive the most careful attention and a large proportion of orders issued relate to it. A summary of such orders and of the compliances therewith follows in Appendix II (table 2). Unfortunately this does not close the subject; for often where machines are guarded the workmen, preferring convenience and ease of operation to safety, deliberately displace or remove the guards. Some idea could be obtained of the frequency with which such acts contribute to injuries, if the accident reports required by law (section 87), could be obtained in the form and particulars we desire. Extra efforts have recently been made and will be persevered in to obtain more complete reports of accidents in factories; all possible means of information have been sought out and availed of, reports of all alleged accidents unreported have been vigorously demanded and inspectors have been detailed to make special investigations in many cases. The result is that the number of reports is increasing considerably. But there are still many accidents unreported, and quite a number of large factories which generally ignore or evade this requirement of the law; and it is also a cause of regret that factory operators seldom if ever admit in their reports that an accident was avoidable, or was due to the lack of a guard or to a displaced guard, or state what means they have taken to prevent its repetition. This is unfortunate because full and frank reports would greatly enhance the value of our accident statistics, and would serve as the best possible guide for future factory inspection and for further legislation. The principal reason for the reluctance to report accidents at all and for the general failure to report them fully and frankly is that in a large number of accident suits these reports are subpoenaed, and any admissions can be used with damaging effect against the employers. It is therefore urged that the law be amended to provide that statements contained in these reports shall *not* be admissible in evidence in any suit against the employer for damages resulting from the accident reported. Without such change the main purpose of the reports will continue to be defeated, and our statistics and our work for the prevention of accidents will continue to suffer. On the other hand, the plaintiffs in accident suits would lose almost nothing by such an amendment, for as the reports are now rendered they contain little of any value or assistance in prosecuting such suits.

There are also, as before stated, a number of very large factories in which accidents are most frequent, which ignore or evade the law in every way possible, presumably for the purpose of hiding the number and causes of accidents. The defiance of the law by these establishments, in my opinion, deprives our statistics of accidents of any appreciable value. Owing to the overwhelming burden of the duties falling on our inspectors, we have not yet had the time or opportunity to enforce the law against these powerful corporations, but as soon as possible proper steps will be taken to do so. But in order to prevent evasion, I recommend that the law be amended to require also reports of all deaths and sudden disablements occurring on factory premises. To illustrate the advisability of this, I would instance the fact that one company refused to report the particulars of a death in their factory, further than to state that it was not an accident but was caused by "insolation endocarditis."

#### INJURIOUS OR NOXIOUS TRADES.

The subjects of inspection in factories under our laws relate principally to the employment of women, male minors and children; to the prevention of accidents by machinery; to the promotion of safety; and to general sanitation. With the exception of the two hereafter mentioned, there are no provisions relating to the injurious effects peculiar to certain trades, and the Department is ill equipped to carry on the original research and investigation which should precede any legislation on such subjects. In some European countries they have brought into the factory inspection service medical, engineering and chemical expert knowledge with results that demonstrate that our methods and equipment are still behind the times. Perhaps, however, it will be a sufficient advance for the present if an adequate force be provided to really carry into effect our present laws.

The points on which our Labor Law touches the subject of injurious trades are covered by sections 81 and 93. The latter section forbids the employment of women or of males under 18 years at polishing or buffing; and is rigidly enforced. The former provides that exhaust fans *shall* be provided for the purpose of carrying off dust from emery wheels, grind-stones and other machinery producing dust. This section is an example of the evils of dealing with such subjects in the abstract, unmodified by experience or investigation; for although in its general appli-

cation it is judicious, yet it allows for no exceptions, while in fact there are many exceptional cases where a few machines producing but little dust are practically harmless. To enforce this statute in such cases and to compel the installation of expensive machinery would not only produce unnecessary expense and hardship, but it would incur for us the hostility of manufacturers and the suspicion of favoring the makers of exhaust machinery. It is therefore recommended that the law be amended to give the Commissioner of Labor some discretion in its enforcement.

### SWEAT SHOPS.

There exist in New York City and in some few other localities in the State a large number of workshops classed as factories, but presenting different conditions and different difficulties in enforcing the law from those of the usual factories, and which are therefore for convenience and because of the appropriateness of the term defined as above. These shops are generally located on floors or in lofts of buildings leased out to different tenants, and sometimes in tenement houses. Their products and materials are usually those of the clothing or similar trades. Sometimes steam machinery is employed but more often only machinery run by hand or foot, and sometimes none at all. Frequently the buildings are old and ill adapted to their use, and generally the sanitary conditions are bad. These concerns are often transient and evanescent, and the proprietors irresponsible, poor, ignorant of the English language and difficult to find. The orders of the Department in regard to them generally relate to toilet provisions, light and ventilation, safety, the lighting of halls and stairways, and cleanliness; and they are seldom voluntarily obeyed. Where, as is often the case, such orders require structural changes in a building, the landlord will not make them and the lessee can not; or it becomes a matter of dispute between them which should bear the expense, and the law is indefinite as to which party this Department can hold responsible. A large proportion of prosecutions by the Department in New York City are against proprietors of such shops, but the results of such prosecutions are discouragingly inadequate and the conditions are growing worse. The primary liability for the parts used in common, where a landlord lets his building to two or more tenants for factory purposes, should, as before recommended, be imposed upon him. And where uncleanness which admits of prompt,

cheap and simple remedies, exists, the Department should be armed with the only practicable means of enforcement against the lessee, that is, the right to stop work until the premises be cleaned, in the same way that it can now be done in tenement houses. In England the responsibility for such matters, in what its law calls workshops, has been taken away from the factory inspectors and imposed upon the local authorities, who have a summary remedy equal to that above recommended. With us the local health officers and the factory inspectors both have the responsibility; but, to exaggerate slightly, the Bureau of Factory Inspection alone has the force to inspect and the health officers alone have a remedy to improve conditions. It would therefore be better to give to the factory inspectors, i. e., this Department, also the remedy necessary to make their inspections useful.

These last observations apply also and with equal force to conditions in basement bakeries.

#### BAKERIES.

The summary of the operations of the Bureau of Factory Inspection which follows (Appendix II, table 1) shows that nearly 3,000 bakeries have been inspected. While the orders given as the result of such inspections have been generally complied with, yet unfortunately the greater proportion of non-compliances have been among the poorer class of bakeries, especially among basement bakeries in New York City where conditions are the worst. As the only method of enforcing such orders is by prosecution, and as each prosecution requires an expenditure of time and energy entirely out of proportion to the results that can be obtained thereby, it has been impossible, with the present force, even to attempt to compel compliances except in a few isolated instances, and a large accumulation of violations of the law observed and reported remain unacted upon. It is also believed that there are hidden away among the tenements of Manhattan Island quite a number of bakeries in which conditions are extremely bad, but which the present methods of inspection have not discovered. Formerly there were three inspectors assigned exclusively to bakeries in the Boroughs of Manhattan, the Bronx and Brooklyn. But the reduction of the number of inspectors in 1901 and the multiplication of the work of the Bureau since then have forced the transfer of these inspectors to other and more general work. It would be advisable, if the number of inspectors

were sufficiently increased, to re-establish this detail. But nothing short of an amendment of the law can cure the principal evils now existing. Not only is the authority of the Department doubtful to compel structural alterations in basement bakeries so used at the time of the enactment of the statute (1895), but by its terms it gives the Department no authority at all to enforce *cleanliness* in bakeries. It is therefore urgently advised that Article VIII of the Labor Law be so amended as to give to the Commissioner of Labor such authority; and that as a practicable means of compelling compliance with his orders, he be empowered, in bakeries where conditions are so foul as to be clearly unsanitary, to summarily stop work, and to keep it stopped until such orders be complied with. Otherwise the inspections of this Department in the worst class of bakeries will continue to be, as they have been in the past, to a great extent formal and useless.

Section 114 of Article VIII provides that where a bakery is constructed and conducted in compliance with that Article, the Commissioner of Labor shall issue a certificate of that fact to the proprietor. The Department has always been ready to issue such certificates in proper cases; but as they are of no benefit to the holders, there is no demand for them, and they are therefore seldom used.

Since the last annual report, section 110 of that article, limiting the hours of work in bakeries to ten hours a day, has been declared unconstitutional by the Supreme Court of the United States in what is popularly called the *Lochner* case, upon the assumption by the Court that baking is not necessarily an injurious or unhealthy occupation. While that may be true, it is nevertheless a fact that the bakeries in New York City in which the hours are longest and to which therefore the beneficial effect of this section, if not invalid, would principally apply, are generally unclean and unsanitary. This decision therefore makes it all the more important that this Department should be provided with the force and the remedy above advocated in order to compel such establishments to be kept clean and sanitary.

#### CHILD LABOR.

The provisions of the law which prohibit the employment of children under fourteen years of age, and of children under sixteen without Board of Health certificates, in or in connection with a factory, have of late received particular attention, and it

is hoped that the Department will soon be able to boast that they are thoroughly enforced. The failure to effect this result in the past was largely due to the inadequate number of inspections. One inspection a year for each factory was the best that could be done with the force available, without omitting a large part of the routine work. I have therefore decided that it is preferable to adopt the settled policy of omitting or deferring so much of the routine work as may be necessary in order to re-inspect and effect a compliance with the law wherever material violations are found. The regular round of inspections was, however, begun so late this year that there has not yet been time or opportunity for many re-inspections. But already the plan of frequently re-inspecting where violations of this statute have been found has resulted in the detection of several flagrant repetitions, and in the exemplary punishment of some of the offenders.

One of the greatest difficulties encountered heretofore in enforcing this law has been removed by the amendment of 1905 to section 76. That section now provides that where a child is *apparently* under sixteen but is claimed to be over that age, the employer must, on demand of this Department, produce certain specified documentary proof of its age or discharge it. In other words the burden of proving the child's age has been shifted from the Department to the employer, whenever its appearance favors the Department's contention. The inspectors have been instructed to construe the phrase "apparently under sixteen" reasonably, so as not unduly to harass the employers; nevertheless, it has already resulted in the discharge of hundreds of young children. But its complete effect can not be estimated until it shall have been in operation longer. It is not altogether easy of application, because it requires careful attention to the details of the evidence presented. Moreover, employers are slow to learn the kinds of documentary proofs prescribed by the statute, and generally offer instead what purport to be parents' affidavits, but which are often only unsworn statements signed and sealed by a notary, or which, if affidavits at all, are in some respect fatally defective. But parents' affidavits, even when properly executed, are not the proof which the law requires, except in exceptional cases and when supported by other evidence; and it is well that this should be so, because they are almost wholly unworthy of credence, for the reason that in addition to the liability to perjury, they are generally executed by

illiterate persons, ignorant of their contents, before unscrupulous notaries. Even the certificates which constitute the proof required by the statute need close scrutiny to detect frequent forgeries and alterations. Some employers have become so careless, to use no stronger term, about employing children of tender age upon obviously false or altered papers that the Department has sought to mete out to them some particular chastisement therefor. But we have been counseled by our legal advisers that such carelessness or indifference neither constitutes a separate offense nor aggravates the violation with which it may be connected. In the application of section 76 as amended, therefore, we are obliged to treat forgeries and perjuries simply as defective papers, and to reject them without any particular correction. But the district attorney's office of New York county is trying to secure the exemplary punishment of some of the parties who have forged or altered such papers. Almost equally reprehensible is the carelessness or ignorance of many health officers who still issue vacation certificates for factories, although they are no longer legal, and also not unfrequently certificates for children under fourteen. In such cases the Department has as yet done nothing beyond warning the officials who have issued the certificates and ordering the discharge of the children, but it may be obliged later to resort to sterner measures.

On the other hand, so common has been the belief on the part of employers that certificates are not needed in vacation time for children between fourteen and sixteen, that we have deemed it proper to treat offenses during the past summer due to this mistake with uniform leniency.

And generally in enforcing the child-labor provisions, our policy has been to avoid prosecutions; and we have therefore, except in aggravated cases, accepted excuses for first, and sometimes even for second violations. But against every offender we have increased our vigilance, and where the offenses have continued we have always prosecuted. However, I am happy to report that the majority of violations appear to be accidental or unintentional, and are not often repeated.

Rather sensational attacks upon the Department having been made during the administration of my predecessor, alleging lax enforcement of the child-labor provisions of the law against certain canneries, I have given these establishments particular attention, and have caused them to be most carefully inspected. The subject of complaint is that children under fourteen, among

others, are employed in open sheds adjoining factories, on such agricultural work as stringing beans, etc. The conditions vary in the different canneries, in some of which the sheds are practically part of the factories proper, while in others they cover only the same kind of labor that was formerly done in the fields, with the single difference that it has been sheltered under sheds and moved nearer to the factories. The question whether or not children who work in sheds under the latter conditions are employed "in or in connection with" a factory, within the meaning of the Labor Law, has been submitted to the Attorney-General, and he advises me that, "if the employment is in sheds devoid of machinery, in the open air, unconnected with a factory and not subject to the discipline and hours governing factory employment \* \* \* such employment of children is legal providing it does not conflict with the provisions of the Compulsory Education Law." (For the opinion of the Attorney-General in full, see Appendix V, p. 65, *post*). This construction of the law, which allows the employment of children only under practically agricultural conditions and during vacations, agrees with that already adopted by the Department, and which, it is believed, has been successfully enforced.

Section 77 of the Labor Law is in bad shape. Its provision limiting the hours of employment of children under sixteen in factories is generally successfully enforced, but one flagrant evasion of it has been noticed. In the factory in question, the children who are under sixteen and who therefore cannot be employed more than nine hours in any one day, are retained in it ten hours, are worked in nine-hour shifts, and when not employed are kept waiting in what is called a playroom. While this does not violate the letter of the law, it certainly evades its purpose. The section should therefore be amended to prohibit it. Its provisions prohibiting night work or more than ten hours' work a day by women and male minors under eighteen, are undoubtedly often violated. Slight violations of the ten-hour rule, where they are deliberate and with the connivance of employees, are hard to discover, and it is difficult to obtain the evidence necessary to convict therefor. On the other hand, excessive violations are more easily detected and punished, and it may therefore be safely stated that although this provision is not enforced *strictly*, yet it is so far enforced as to be productive of a general and beneficial shortening of the hours of labor of the classes referred to. But the provision prohibiting night work is openly violated,



especially in the employment of women over twenty-one, and the Department has feared to test this particular prohibition because it is so closely joined with the prohibition of night work by male and female minors, that, in case of an adverse decision, both prohibitions might be held to fall together. I therefore recommend that the section be redrawn and amended so as to contain separate provisions applying to all minors and to females of whatever age respectively.

#### TENEMENT WORK.

The amendments of 1904 to Article VII of the Labor Law, (which aims to regulate work in "tenement houses" on certain materials by making it subject to inspection and license by this Department), went into effect October 1, 1904, the beginning of the period covered by this report. In its general plan and method, the amended law is excellent, but it has one defect which has seriously embarrassed the Department. It differs from the former law in that it requires the inspection and license of an entire building, although the only work in it be in a shop; (see opinion of Attorney-General in Appendix V, p. 63, *post*). This has added, guessing roughly, about 10,000 tenements in New York City alone to the number of house inspections required of the officers of this Department; and as a large porportion of these additional buildings are apartment houses of the better class, the work of inspecting and licensing them is not only to a great extent formal and useless, but it is also needlessly offensive to the owners and occupants, and imposes an impossible task upon the already overburdened Bureau of Factory Inspection. Moreover, this law provides that licenses shall be issued only upon the applications of *owners* of buildings; and does not allow the lessees of shops (although in them alone the work to be licensed be carried on) to apply for or obtain licenses. As a result there have arisen hundreds of cases in houses of the above description, where the owners will not apply for licenses and where, as has been explained, the shopkeepers can not. On such cases much time has been wasted without any compensating results; for while the law attempts to give a remedy by which owners can be compelled to take out licenses for such buildings, the only practicable remedy it provides is against the helpless tenants of the shops by summarily stopping their work. This remedy, where the conditions in the shop are entirely wholesome and sanitary, is of doubtful legality and would be productive only of useless hardship; and

the Department has therefore refrained from resorting to it. These two phases of the law's application have in the past, to a large extent, absorbed the efforts and attention of the Bureau of Factory Inspection, and thus diverted them from the law's proper end and purpose, the prevention of manufacturing in unclean and unsanitary tenements. To relieve this situation and to make the law practicable, I urge that it be amended so as to allow the lessee of an independent shop situated in a tenement house to apply for, and, if the conditions warrant, obtain a separate license for the shop only.

In yet another way, but through no fault of its own, this amended law has embarrassed the Department. It provides that licenses for tenement houses must be framed when issued. As no appropriation has been made for the frames, the Department has to buy them in the quantities required and to pay for them out of its appropriation for office expenses. Their cost during the past year reduced the balance of that appropriation below its absolute needs for office expenses proper. A sufficient appropriation should therefore be inserted in the annual supply bill to reimburse this Department for the amount expended for these frames during the last year and for their probable cost during the current year. As the frames have been sold to the licensees for fees in excess of their cost, which fees have been paid into the State Treasury, there exists a fund from which this appropriation can be made without any additional expense to the State.

Although for the reasons above stated and on account of the usual difficulties incident to putting into effect a new statute, but little progress has been made toward the object at which this law is aimed, and although with our present force but little better progress with it can be promised for the future, yet we have already tested it sufficiently to prove that its enforcement would be most beneficial. It is meant to be a health law and as such its purpose is to prevent the manufacture of certain specified articles, liable to communicate disease, under unclean and unsanitary conditions. Those conditions are more generally found where the work is carried on in the living apartments of low grade tenements. Against the worst of this class of tenements in certain neighborhoods we have therefore concentrated our efforts during the closing months of the past year, with the result that we have forced many of them to be cleaned, repaired and materially improved as a condition to securing licenses. And since the adoption of the district system on October 1st, an enforcement

of the law, so far as it applies to unsanitary tenements, is being attempted with encouraging results in every district to which an inspector could be assigned. And if the Legislature will provide a moderate increase in our force so that the whole field can be covered and will amend the law, as before suggested, to remedy its probably unintended application to first-class apartment houses, this Department can effectually prevent work on the articles referred to in all buildings or apartments which are positively unclean or unsanitary. Of course, that can only be accomplished after the lapse of a reasonable time.

It must not be thought, however, that the problem of tenement-house work on such materials would even then be solved or that the entire purpose of this law would then be accomplished. The dangers from tenement-made goods do not all come from the unhealthy or unclean conditions of the buildings; but some arise from the character and habits of the occupants. In the typical "tenements" which house a comparatively sickly and unclean class of our population and which swarm with children, ordinary infantile and certain other contagious diseases—not to mention vermin—would remain practically endemic; and consequently all materials worked on therein would be more or less liable to infection, notwithstanding that the buildings be sanitary, clean, well ventilated and uncrowded. I think that it is the intent of the law that the Department should prevent work wherever it is materially subject to such dangers. But to do so, the force of the Bureau of Factory Inspection must be about doubled. The policy of forbidding *any* work in *all* tenements is a solution of this problem toward which the majority of those who have studied it are tending. But to it there are strong theoretical and legal objections, and it would be subject to difficulties of enforcement which those who have confined their attention to the lower-grade tenements and to certain neighborhoods only do not realize. I believe that this Department, if fully equipped, could solve this problem by pushing the present law to its full effect and that the subject is of sufficient importance to demand that the experiment be tried. But realizing the difficulties in obtaining an increase of force of the magnitude required, I now venture to ask for only enough to enable us to progress to the half-way point above indicated.

While I generally appreciate and commend this law, I can not complete my review of it without a criticism of one other of its details. It provides that none of those articles which it specifies

shall be manufactured, etc., in any room or apartment of a tenement house by any person other than the members of the family living therein, which shall include a husband and wife and their children or the children of either. If this definition of a family is meant to be exclusive, it is in my opinion both too difficult of enforcement and too arbitrary. Why, for instance, should it be lawful for a man and wife and eight children to work in a small four-room flat, while it be unlawful for a man and wife and the wife's sister to work in a large five or six-room flat? I think that a more liberal definition of a family, combined with a general prohibition of overcrowding, would be more reasonable and efficacious. I also believe that in certain classes of apartments in first-class tenement houses (apartment houses), which are used primarily as shops, but with living-rooms appurtenant thereto occupied only by adult proprietors, the employment of outside workers should be permitted in the discretion of the Commissioner of Labor. Otherwise the Department will have to take up the task of driving out of business hundreds of high-grade apartment shops in the best part of New York City.

Any extended exposition of the methods relied upon to enforce this law would be out of place in this report. It should, however, be stated that they will require the addition to the service of a number of inspectors especially qualified for tenement work, some of whom should be able each to speak one or more of the languages or dialects peculiar to the different tenement neighborhoods, and also the occasional temporary employment of several low-paid watchmen to guard houses in which work is forbidden. In addition section 102 should be amended to give the Department authority to seize and hold articles found being unlawfully manufactured in unlicensed tenements until properly disinfected at the expense of the owner.

To prevent misunderstanding and for the benefit of those interested in the general subject of the "tenements," it should be pointed out that the foregoing discussion relates solely to Article VII of the Labor Law, and that that article applies only to work on the few materials therein specified. Many other kinds of work are carried on in the tenements with which this department has nothing to do, except where the conditions be such as to constitute factories. Our definition of a factory, however, is so broad as to include a large proportion of tenement work in shops, and consequently there are thousands of so-called factories located in tenement houses wherein this department enforces the provisions

of Article VI of the Labor Law. A comparative study of that article and of Article VII shows that where Article VII applies to a tenement this Department has the power to compel the maintenance of proper sanitary conditions in the entire house, but has nothing to do with matters relating to the structural safety of the building. And on the other hand, where Article VI applies by reason of the presence of a factory in a tenement (unless the materials specified in Article VII be manufactured therein, in which case it also applies), this Department deals solely with matters relating to the health, safety and welfare of the persons employed in that factory and has nothing to do with the sanitary conditions or structural safety of the rest of the building, and is without jurisdiction or power even where, in the opinion of its officers, the presence of a factory in a tenement house jeopardizes the safety and is detrimental to the health and welfare of the other occupants. It is a question deserving of consideration whether it would not be advisable to clothe this Department with some discretionary power in cases such as last described. We receive many complaints on the subject.

#### MINES AND QUARRIES.

One deputy factory inspector, especially qualified for that purpose, is assigned to the inspection of mines and quarries; and it is believed that his work is thoroughly and effectively performed. It appears, however, from his reports that the Department has not yet succeeded in enforcing general compliance by mining companies with section 10 of the Labor Law, which requires the weekly payment of wages. It also appears that at least one large mining company not only habitually withholds the wages of its employees for a month, in violation of that section, but indirectly in effect pays those wages in store orders in violation of section 9. This case is now being investigated with a view to securing proper evidence to prosecute. But no prosecution under the present law can cure this practice, unless it be backed up by general public reprobation of the guilty parties; for it will be extremely difficult and expensive to secure the proof necessary to convict and the fine for each offence is limited to a maximum of \$50, while the illicit profits from this mean method of robbing laborers of their wages may easily exceed that sum in every single week. I, therefore, recommend that section 384-i of the Penal Code be amended to increase the maximum fine for the second conviction of this offence to an amount sufficiently large to be really deterrent.

A new and revised set of rules and regulations to insure the safety and health of the employees employed in mines and quarries of the State has been drawn up and will be published and prescribed by this Department at the time of the transmission of this report under authority of sections 120 and 125 of the Labor Law. A copy of these rules follows and is transmitted herewith (p. 118).

It is recommended that Article IX of the Labor Law, relating to mines and quarries, be amended by incorporating therein provisions, (1) extending the application of sections 70 to 79, (which prohibit the employment of women and children in factories under certain conditions), to apply also to mines and quarries; (2) requiring any person, etc., opening a new mine or shaft to give notice thereof to the Commissioner of Labor; and (3) requiring any person, etc., abandoning an old mine or shaft to give notice thereof to said Commissioner.

#### COMPLAINTS.

The Bureau of Factory Inspection investigates all complaints received, relating to alleged violations of Articles I, IV, VI, VII, VIII and IX of the Labor Law, whether anonymous or otherwise, provided they be in writing and sufficiently specific. When they are signed, reports of the results of investigations have heretofore generally been and hereafter will always be sent to the complainants. And all complaints are treated as confidential. Oral complaints are not acted upon, but the complainants in such cases are requested to submit them in writing. Except in unusual cases inspectors are not allowed to be accompanied by the complainants upon investigations.

The results of these investigations have been, on the whole, rather discouraging; particularly there is noticeable a tendency to make exaggerated or frivolous complaints during the pendency of labor troubles for the purpose of harassing and annoying employers. Nevertheless it is thought necessary that all complaints should receive careful attention, and that every means possible should be taken to assure complainants of the good faith and thoroughness of this Department. Complaints are also the most efficient means of discovering some kinds of violations of the law. They have, therefore, been publicly invited.

But while the Department is thus willing to investigate and report, necessity requires that where petty or doubtful violations are thereupon disclosed, it should not yield to any public demand that it drop other and more important matters to correct them.

It is necessary that the Bureau of Factory Inspection should, for a time at least and to a certain extent, concentrate its efforts along lines and in certain territory where they will produce the greatest and most important results. I therefore sincerely deprecate a strong public pressure from several friendly quarters which seeks to divert those efforts toward matters of minor importance or of doubtful jurisdiction and toward the enforcement of a higher standard than with our present means is practicable.

In general this Department investigates violations of and enforces the provisions of Article I of the Labor Law only upon complaint. Its provisions relating to the payment of wages and to providing seats for females employed in factories are however among the subjects dealt with by the inspectors on their regular inspections; and they are instructed to report all violations of the other sections that may come to their attention. Although a great many of the provisions of this article have been decided by the courts to be unconstitutional and void, yet enough remain to take up a good deal of time and attention. Indeed section 21 and so much of section 3 as is constitutional place a duty on the Department which at times may engross practically all the time of a large proportion of the inspectors. A detailed statement of the actions of the Bureau of Factory Inspection in relation to these subjects will be found in its report.

#### PROSECUTIONS.

In their prosecutions, except in Queens county and Buffalo, and in single instances in New York county and Yonkers, the deputy factory inspectors have been aided by the cordial sympathy and coöperation of justices, magistrates and district attorneys. But in Queens county the magistrates, with one exception, have not only invariably refused to hold for violations of the Labor Law, but have favored offenders and discouraged the officers of the Department by many and unreasonable adjournments. And even where such coöperation exists, the criminal procedure is too slow, time-consuming and inadequate in its results for enforcing minor orders, especially in regard to bakeries and sweat shops. The time of the inspectors consumed in drawing complaints, conferring with district attorneys or their assistants, procuring warrants, attending hearings and adjournments in the magistrates' courts and attending trials and preliminary adjournments in the courts of sessions is so great that it seriously interferes with the work of inspection and destroys the proper mobility of the force by tying inspectors down to the neighborhoods of courts when

their duties call them elsewhere. And as to results, although the magistrates are becoming somewhat more strict, the custom seems to be too firmly established to be quickly changed, to suspend sentence or even to dismiss complaints with a warning if the orders of the Department be complied with after prosecution has been begun; and the smaller the offense, the less inclined is a magistrate to punish after compliance. This practically means that minor orders are not obligatory until after prosecution, and that an inspector must devote many days to enforce each of such orders which is not willingly obeyed, and without securing any punishment of the offender to deter him from a prompt repetition. It is for this reason that the foregoing recommendations are made, that the Department be empowered summarily to stop work in bakeries and sweat shops in certain cases.

A full statement of the prosecutions by the Department will be contained in the report of the Bureau of Factory Inspection.

#### STATUTES.

The laws of this State relating to labor are in much confusion. The Labor Law (chapter 415 of the Laws of 1897, constituting chapter XXXII of the General Laws), which codified all pre-existing statutes and re-organized the different Bureaus now constituting this Department, has been amended in 32 sections, many others have been repealed and four of the widest application have been declared, in whole or in part, unconstitutional. In addition, chapter 9 of the Laws of 1901 created this Department, organized the bureaus above referred to into it and remodeled the Board of Mediation and Arbitration. But it did not recodify the former law, for which reason the two chapters must be read and construed together throughout. Nevertheless, it is recommended that no attempt be made at present to revise these laws, as they are probably still in their formative stages and liable to many annual amendments.

For the reason that they are in such confusion I have had prepared an annotated edition of all the laws of this State directly affecting labor, as amended to date, a copy of which is transmitted herewith as part of this report, together with the opinions given by the Attorney-General during the past year upon our labor laws, and an index by number and title of all bills relating to labor interests which were introduced but not passed at the last session of the Legislature. (Appendixes V, VI and VII.)

In conclusion, I submit an itemized summary of the more urgent recommendations in this report.



## PRINCIPAL RECOMMENDATIONS OF THE FOREGOING REPORT.

## AMENDMENTS TO LABOR LAW.

Amend section 32 to prevent evasion and to extend the power of the Commissioner of Labor to destroy old and useless records in his office.

Repeal Article III, which provides for a Free Employment Bureau; and transfer its force and the balance of its appropriation to the Bureau of Factory Inspection.

Amend section 61 to increase the number of deputy factory inspectors, and to increase and grade their salaries, etc.

Amend section 77 to prevent evasion and to avoid the danger of certain constitutional objections.

Amend section 81 to confer upon the Department of Labor some discretion as to requiring exhaust fans.

Amend section 87 to prevent evasion and to enable the Department of Labor to keep confidential the information contained in reports rendered in accordance therewith.

Add a new section to Article VI to define certain factory buildings as "tenement factories" and to impose the responsibility for complying with certain of the provisions of that article upon the owners thereof; and to impose the responsibility therefor as between landlord and tenant in all other cases upon the tenant.

Add a new section to Article VI to confer upon the Department of Labor the power summarily to stop work in unclean or unsanitary shops in "tenement factories."

Amend section 100 to change the definition of a family contained therein, to permit work in living apartments by persons not members of the family living therein in certain cases, to prohibit specifically overcrowding of apartments in licensed tenements and to permit lessees of shops in tenement houses to obtain tenement licenses therefor in certain cases.

Amend section 102 to give the Department of Labor the power to seize and hold goods unlawfully manufactured in unlicensed tenements until cleaned or disinfected at the expense of the owner.

Amend section 114 to give the Department of Labor the power summarily to stop work in unclean or unsanitary bakeries or confectioneries.

Add sections to Article IX prohibiting "child labor" in mines and quarries, and requiring notice to the Commissioner of Labor of the opening of a new or the abandonment of an old mine or shaft.

## OTHER AMENDMENTS.

Amend the Printing Law to reduce the number of copies of the annual reports of this Department to be printed from 7,500 to 5,000; and to place those reports among the number to be printed within a prescribed time.

Amend section 384-i of the Penal Code to increase the penalty for a second violation of sections 8 and 9 of the Labor Law.

## OTHER RECOMMENDATIONS.

Appropriate the receipts from license frames sold by the Department of Labor and paid into the State Treasury to reimburse the Department for the cost of those frames during the past year and to pay for their cost during the current year.

Increase the force of the Department of Labor as follows. For the Bureau of Labor Statistics: one mailing clerk and librarian, two temporary clerks for three months annually; for the Bureau of Factory Inspection: from twelve to fifteen additional inspectors, one additional clerk or special agent, one additional stenographer and two temporary laborers for from two to three months annually (of these, one factory inspector, the clerk or special agent, the stenographer and one laborer to be provided by transferring the present force of the Free Employment Bureau).

(Signed)

Respectfully submitted

P. TECUMSEH SHERMAN,

*Commissioner of Labor.*



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## **APPENDIXES.**

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- I. Financial exhibit and roster of employees.
  - II. Preliminary Report of Bureau of Factory Inspection.
  - III. Preliminary Report of the Bureau of Mediation and Arbitration.
  - IV. Report of Free Employment Bureau.
  - V. Opinions of the Attorney-General Construing the Labor Law.
  - VI. Index of Labor Legislation in 1905.
  - VII. Labor Laws in Force January 1, 1906.
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## APPENDIX I.

### FINANCIAL EXHIBIT

For the Fiscal Year Ended Sept. 30, 1905.

#### APPROPRIATIONS.

	Laws of 1904, ch. 728.	Balances Oct. 1, 1904.	Totals.
Salary of Commissioner.....	\$3,500		
" deputy commissioners and assistants (4)...	9,800		
" mediator of industrial disputes.....	2,500		
" superintendent of licenses.....	2,400		
" statisticians (4).....	7,600		
" special agents (4).....	5,640		
" clerks (12) and messenger.....	14,700		
" deputy factory inspectors (37).....	44,400	\$1,040 00	
" " " re-appropriated* .....		611 94	
		1,117 10	\$93,309 04
Expenses of Commissioner.....	\$1,500		1,500 00
" other officers and employees.....	26,000	981 69	26,981 69
Printing and "Bulletins".....	5,000	356 46	5,356 46
Miscellaneous expenses.....	7,000	464 79	7,464 79
Free employment bureau.....	5,000	430 22	5,430 22
	<u>\$135,040</u>	<u>\$5,002 22</u>	<u>\$140,042 20</u>

#### DISBURSEMENTS.

Salaries of Commissioner, deputies and assistants.....	\$13,300 00	
Salary of mediator.....	2,439 52	
" superintendent of licenses.....	2,400 00	
Salaries of statisticians.....	7,600 00	
" special agents.....	5,440 00	
" clerks, stenographers and messenger.....	14,886 64	
" deputy factory inspectors.....	45,316 67	\$91,382 83
Expenses of Commissioner.....	\$1,481 71	1,481 71
" deputy commissioners and assistants.....	4,535 67	
" " factory inspectors.....	19,257 67	
" all other employees.....	2,979 59	26,772 93
Bulletins (printing and postage).....	\$2,550 25	
Printing, other than Bulletins.....	†1,598 10	4,148 35
Salaries of superintendent of Free Employment Bureau and assistants.....	\$3,870 00	3,870 00

\* Supply Bill (L. 1905, ch. 700).

## DISBURSEMENTS—Continued.

## Miscellaneous expenses of Bureau and Department:

Rent and care of New York office.....	\$1,634 00	
Fuel and gas.....	342 20	
Telegraph.....	342 03	
Telephone.....	937 16	
Cabinets and office furniture.....	218 60	
Carpets, etc., for sub-office.....	145 89	
Typewriter, repairs and supplies.....	376 15	
Letter copy books.....	204 00	
Stationery.....	419 98	
Books, periodicals, etc.....	212 70	
Legislative index.....	50 00	
Newspaper clippings.....	165 00	
Advertising (Free Employment Bureau).....	147 39	
Postage.....	900 00	
Transportation of annual reports.....	1,441 86	
Expressage.....	460 58	
License frames§.....	503 59	
Sundries.....	521 70	
		\$9,022 83
<i>Balances, September 30, 1905.</i>		
Salaries of clerks and special agents.....	\$1,113 84	
" deputy factory inspectors.....	812 37	
Expenses of Commissioner.....	18 29	
" other officers and employees.....	208 76	
Printing and Bulletin.....	†1,208 11	
Office expenses.....	1 10	
Free Employment Bureau.....	1 08	
		3,363 55
Grand total.....		\$140,042 20

† Unadjusted bills for printing done in the last months of the year exceed \$1,200.

§ Receipts for license frames, paid over to State Treasurer, amounted to \$2,313.

**Salary and Expense Account of Each Officer and Employee of the Department  
of Labor for the Year Ended September 30, 1905.**

NAME.	Position.	Date of entrance into service.	Present salary.	Amount received in 1905.	Traveling expenses.
John McMaekin.....	Commissioner of Labor.....	Mar. 8, 1901		\$2,116 94	\$1,148 22
P. Tecumseh Sherman...	".....	May 9, 1905	\$3,500	1,383 06	333 49
Charles Whelan.....	Confidential clerk.....	Nov. 23, 1901		836 67	91 55
Arnold C. Sayer.....	".....	June 19, 1905	1,200	363 33	
Henry C. Southwick.....	Auditing clerk.....	June 4, 1897		*499 98	
James S. Lyons.....	".....	†Jan. 27, 1899	1,800	†1,700 00	73 27
Total.....				\$6,899 98	\$1,646 53

**BUREAU OF FACTORY INSPECTION.**

John Williams.....	First deputy commissioner.....	May 1, 1899	\$2,500	\$2,500 00	\$1,289 34
Thomas A. Keith.....	Assistant deputy commissioner.....	May 27, 1903	2,400	2,400 00	376 47
Daniel O'Leary.....	Superintendent of licenses.....	May 1, 1896	2,400	2,400 00	90 15
Jessie M. Sweeney.....	Clerk.....	Jan 9, 1894	1,200	1,200 00	
Electa R. Lockwood.....	".....	Jan 15, 1894	1,200	1,200 00	
Mary L. Stiegelmaier.....	".....	July 1, 1905	1,200	266 66	
George E. Dayton.....	".....	April 1, 1900	800	800 00	
John T. Gorman.....	".....	June 1, 1904	720	620 00	
Winifred E. Lockrow.....	Stenographer.....	Mar. 10, 1902	920	920 00	
Ambrose J. O'Neill.....	Messenger.....	April 3, 1894	1,200	1,200 00	
				\$13,506 66	\$1,755 96

Luman S. Arnold.....	Deputy factory inspector.....	Aug. 1, 1899	\$1,200	\$1,200 00	\$830 08
Charles B. Ash.....	".....	May 16, 1896	1,200	1,200 00	400 13
Anna C. Bannon.....	".....	Aug. 1, 1899	1,200	1,200 00	243 50
Hiram Blanchard.....	".....	July 31, 1895	1,200	390 00	
Joseph Brody.....	".....	Aug. 1, 1899	1,200	1,200 00	202 08
Angie M. Brown.....	".....	July 1, 1895	1,200	1,200 00	240 07
Cornelius S. Conde†.....	".....	Aug. 1, 1896		50 00	64 81
James Davie.....	".....	May 1, 1895	1,200	1,200 00	407 54
John A. Donald.....	".....	July 16, 1902	1,200	1,200 00	272 68
Margaret Finn.....	".....	July 1, 1890	1,200	1,200 00	201 14
Matthew J. Flanagan.....	".....	Aug. 17, 1897	1,200	1,200 00	226 92
William Ford.....	".....	Aug. 1, 1899	1,200	1,200 00	175 86
Lily F. Foster.....	".....	Sept. 13, 1897	1,200	1,200 00	203 96
Charles M. Gilmore.....	".....	April 1, 1903	1,200	1,200 00	763 09
Rebecca B. Gourlie.....	".....	Sept. 16, 1896	1,200	1,200 00	203 35
Annie L. Greene, Mrs.....	".....	Sept. 16, 1896	1,200	1,200 00	523 82
Chas. L. Halberstadt, Jr.....	".....	Aug. 17, 1897	1,200	1,200 00	245 63
Dennis J. Hanlon.....	".....	April 9, 1896	1,200	1,200 00	232 59
Gilbert I. Harmon.....	".....	Aug. 1, 1896	1,200	1,200 00	779 60
Louis A. Havens.....	".....	Aug. 1, 1899	1,200	1,200 00	730 40
George L. Horn.....	".....	June 1, 1900		700 00	215 99
James W. Ireland.....	".....	Feb. 1, 1897	1,200	1,200 00	797 97
Kate L. Kane.....	".....	July 11, 1895	1,200	1,200 00	580 74
Charles Kinney.....	".....	Nov. 1, 1903	1,200	1,150 00	798 45
Charles M. Lescels.....	".....	Aug. 1, 1899	1,200	1,200 00	582 30
Willard G. Lowmbery.....	".....	Aug. 1, 1899	1,200	1,200 00	681 22
Ella Nagle, Mrs.....	".....	Mar. 23, 1893	1,200	1,100 00	94 25
Frank S. Nash.....	".....	Feb. 1, 1895	1,200	1,200 00	879 72

\* To January 1, 1905.

† Originally appointed clerk of statistics; promoted January 1, 1905.

‡ From May 1 to October 1, special agent in the Bureau of Labor Statistics.

¶ Temporary.



### Salary and Expense Account of Each Officer and Employee of the Department of Labor for the Year Ended September 30, 1905—(Continued).

NAME.	Position.	Date of entrance into service.	Present salary.	Amount received in 1905.	Traveling expenses.
William J. Neely.....	Deputy factory inspector.....	Aug. 1, 1896	\$1,200	\$1,200 00	\$245 68
Joseph O'Rourke.....	" "	May 1, 1895	1,200	1,200 00	880 96
Silas Owen.....	" "	Aug. 1, 1899	1,200	1,200 00	428 17
William Pearson†.....	" "	Sept. 23, 1905		26 67	
Josie A. Reilly.....	" "	Oct. 1, 1896	1,200	1,200 00	384 06
Charles H. Roberts.....	" "	July 1, 1895	1,200	1,200 00	744 84
Henry L. Schnur.....	" "	Dec. 1, 1897	1,200	1,200 00	594 92
Jefferson B. Sliter.....	" "	Aug. 1, 1899	1,200	1,200 00	770 74
James N. Stewart§.....	" "	April 1, 1897		1,100 00	781 57
Dennis J. Sullivan.....	" "	Oct. 1, 1892	1,200	1,200 00	575 07
William E. Tibbs.....	" "	June 1, 1896	1,200	1,200 00	757 87
William W. Walling.....	" "	Aug. 1, 1899	1,200	1,200 00	863 18
David S. Yard.....	" "	Aug. 1, 1899	1,200	1,200 00	702 73
				<u>\$45,316 67</u>	<u>\$19,257 67</u>

#### BUREAU OF MEDIATION AND ARBITRATION.

John Lundrigan.....	Second deputy commissioner.....	Mar. 12, 1901	\$2,500	\$2,500 00	\$1,571 80
Richard Gilleland.....	Mediator of industrial disputes...	May 27, 1903	2,500 }	1,874 97	787 44
Robert W. Hawthorne..	" "	July 10, 1905 }		564 54	36 86
Thomas A. Braniff.....	Assistant deputy commissioner...	Dec. 1, 1896	2,400	2,400 00	473 77
Charles F. Miller.....	Clerk.....	May 16, 1904	720	620 00	9 30
				<u>\$7,959 51</u>	<u>\$2,879 16</u>

#### BUREAU OF LABOR STATISTICS.

Adna F. Weber.....	Chief statistician.....	Jan. 24, 1899	\$2,500	\$2,500 00	
George A. Stevens.....	Statistician.....	June 4, 1888	1,800	1,800 00	388 84
Leonard W. Hatch.....	" "	Sept. 23, 1897	1,800	1,800 00	
David J. Naughtin.....	" "	Sept. 23, 1897	1,500	1,500 00	137 46
Michael J. Reagan.....	Special agent.....	April 1, 1889	1,800	1,800 00	557 73
William E. Pettit.....	" "	June 7, 1898	1,440	1,440 00	868 82
Daniel W. O'Connor.....	" "	Mar. 1, 1898	1,200	1,200 00	397 41
Charles G. Bloete **.....	" "	June 28, 1899	1,200 }	500 00	63 28
George L. Horn.....	" "	May 1, 1905 }		500 00	
Joseph H. Middleton.....	Clerk of statistics.....	Jan. 11, 1904	1,500	1,400 00	52 61
Thomas J. Hammill.....	Clerk.....	Mar. 1, 1898	1,440	1,440 00	249 17
Kate Shaffer.....	" "	Sept. 14, 1886	1,200	1,200 00	
George W. Ruso.....	" "	May 23, 1904	720	620 00	
				<u>\$17,700 00</u>	<u>\$2,715 32</u>

#### FREE EMPLOYMENT BUREAU.

John J. Bealin.....	Superintendent.....	June 26, 1896	\$2,000	\$2,000 00	
Jemie M. Bolin.....	Stenographer.....	Feb. 1, 1902	900	900 00	
Edward Murphy.....	Laborer.....	Mar. 1, 1901	720	720 00	
Robert D. Kennedy.....	Clerk.....	Dec. 1, 1904	†	100 00	
Alfred I. Merkle.....	Stenographer.....	Jan. 1, 1905	†	150 00	
				<u>\$3,870 00</u>	

† Died August 29, 1905.

\*\*Resigned March 1, 1905.

† Temporary.

## APPENDIX II.

### PRELIMINARY REPORT OF THE FIRST DEPUTY COMMISSIONER, IN CHARGE OF THE BUREAU OF FACTORY INSPECTION.

STATE OF NEW YORK,

DEPARTMENT OF LABOR.

ALBANY, November 15, 1905.

Hon. P. T. SHERMAN,

*Commissioner of Labor, Albany, N. Y.*

SIR: I beg to submit herewith a brief summary of work performed by the Bureau of Factory Inspection during the year ending September 30, 1905.

#### (1) WORK OF DEPUTY FACTORY INSPECTORS, 1905.

##### Factories shops, etc.:

Factories inspected.....	30,094
Tenement shops (front).....	600
Tenement shops (rear).....	586
Bake shops.....	2,992
Quarries and mines.....	137
Total.....	34,409

##### Applications for license (tenement):\*

Shops..... (540)	2,241
Tenements..... (3,168)	40,096
Shops and dwellings re-investigated..... (711)	10,439
Licensed and unlicensed apartments inspected..... (7,425)	93,597
Total—Tenement work..... (11,844)	146,373

##### Investigation of:

Complaints.....	908
Compliances.....	8,981
Accidents.....	72
Total—Investigations.....	9,961

Appointments on account of prosecutions.....	224
Tagging goods (times).....	276
Factories and shops found closed.....	3,575

\*The figures in parenthesis relate to buildings, the others to apartments.

## (2) ORDERS AND COMPLIANCES.

Requirements of the law to be complied with.	New York City.	Other places.	Suspended, rescinded, etc.	Net total.	Compliances reported to Oct. 1, 1905.
I. Posting of law, schedule of hours etc.....	14,707	5,277	5	19,979	19,928
II. Health and safety.....	10,989	4,749	801	14,937	10,543
1. Light.....	757	19	26	750	528
2. Ventilation and overcrowding.....	38	24	5	57	39
3. Time allowed for meals.....	5			5	4
4. Cleanliness and sanitary conveniences.....	7,093	522	561	7,054	4,980
5. Dangerous machinery.....	1,774	3,277	114	4,937	3,452
6. Elevators and hoistways.....	314	162	23	453	337
7. Fire protection.....	873	682	61	1,494	1,061
8. Unsafe buildings.....	135	63	11	187	142
III. Employment of children.....	1,464	970	11	2,423	2,315
IV. Employment of women and minors.....	93	72	3	162	124
V. Laundries.....	133	18	6	145	116
VI. Tenement workplaces.....	46	14		60	59
VII. Bakeries.....	1,863	543	203	2,203	1,559
IX. Payment of wages.....	6	18	3	21	12
Total.....	<u>29,301</u>	<u>11,661</u>	<u>1,032</u>	<u>39,930</u>	<u>34,666</u>

## (3) LICENSES FOR TENEMENT MANUFACTURES ISSUED IN 1905.

	New York City.	Remainder of State.	Total.
Total applications received.....	<u>5,119</u>	<u>268</u>	<u>5,387</u>
1. Applications for dwellings without clear record from local health or tenement-house authorities and therefore—refused.....	1,061		1,061
2. Applications for dwellings with clear record from health or tenement-house authorities; investigated by factory inspector and.....	granted 1,747 refused 991	14 7	1,761 998
3. Applications for shop buildings investigated by factory inspector and.....	granted 182 refused 111	233 14	415 125
Applications refused in class 1 with subsequent report of compliance with orders of health or tenement-house authorities, investigated by factory inspector and.....	granted 258 refused 151		258 151
Applications refused in classes 2 or 3, subsequently re-investigated and.....	granted 464 refused 247		464 247
Total applications granted.....	<u>2,651</u>	<u>247</u>	<u>2,898</u>
Total applications refused (net).....	<u>1,441</u>	<u>21</u>	<u>1,462</u>
Applications canceled by applicants.....	121		121
Applications duplicated.....	19		19
Applications pending, September 30, 1905.....	<u>887</u>		<u>887</u>
Licenses canceled at request of applicants.....	43		43
Licenses revoked for unlawful conditions.....	4		4
Licenses outstanding, September 30, 1905.....	<u>2,604</u>	<u>247</u>	<u>2,851</u>

## (4) COMPLAINTS INVESTIGATED.

SUBJECT OF COMPLAINT.	Sus- tained.	Sus- tained in part.	Not sus- tained.	Place com- plained of not found, closed, etc.	Total.
I. Public work (Art. I).....	.....	.....	1	.....	1
II. Illegal sale of convict-made goods (Art. IV).....	.....	.....	.....	.....	.....
III. Violation of Apprentice Law (§67, also Art. VII of Domestic Relations Law).....	.....	.....	.....	.....	.....
IV. Requirement of more than ten hours work per day in brickyards, on rail- roads or street railways (§55-7).....	.....	.....	.....	.....	.....
V. Payment of wages.....	4	.....	4	.....	8
VI. Failure to provide seats for female em- ployees in factories, hotels and res- taurants (§17).....	.....	.....	.....	.....	.....
VII. Unsafe scaffolding (§§18-20).....	.....	.....	.....	.....	.....
VIII. Illegal use of union label (§§15, 16).....	.....	.....	.....	.....	.....
IX. Factory law (Arts. V-VIII).....	.....	.....	.....	.....	.....
1. Posting of law, filing of notices, etc. (§§76-8, 87, 89, 105).....	4	.....	.....	.....	4
2. Sanitation and safety (§§62, 79-86, 88-91).....	273	9	173	16	471
a. Lighting (§81).....	35	2	7	4	48
b. Ventilation and overcrowding (§§85, 86).....	14	2	37	1	54
c. Time allowed for meals (§89).....	4	.....	3	.....	7
d. Cleanliness and sanitary con- veniences (§§84-88).....	153	2	82	2	239
e. Dangerous machinery (§§81, 91).....	44	2	23	8	77
f. Elevators, hoistways, etc. (§79).....	2	.....	5	.....	7
g. Protection from fire (§§80, 82, 83).....	18	1	14	1	34
h. Unsafe buildings (§§62, 90).....	3	.....	2	.....	5
3. Children (§§70, 73, 79, 81).....	94	2	107	17	220
4. Women and minors (§§77, 79, 81, 93).....	47	3	33	8	91
5. Laundries, special (§92).....	3	.....	.....	1	4
6. Tenement work (Art. VII).....	195	2	82	15	294
7. Bakeries (Special Art. VIII).....	62	4	33	5	104
8. General violation of Factory Law.....	5	2	7	1	15
X. Mines and quarries (Art. IX).....	.....	.....	.....	.....	.....
XI. Conditions not under Department's jurisdiction.....	.....	.....	.....	.....	90
Total.....	687	22	440	63	1,302

Note.—The number of separate communications was 1,168, as 96 of them contained more than one complaint, thus: 85 communications covered 2 subjects, 15, 3 subjects; 5, 4 subjects; 1, 5 subjects.

## (5) SUMMARY OF PROSECUTIONS.

CHARGE	Total number of cases.	Acquitted or discharged.	Convicted and sentence suspended.	Convicted and fined.	Amount of fines.
II. Sanitation and safety:					
Failure to light halls and stairs.....	1	1	.....	.....	.....
Failure to maintain toilet facilities in proper condition.....	23	14	.....	9	\$205
Failure to provide separate water-closets for sexes.....	2	.....	.....	2	40
Failure to limewash walls and ceilings of workroom.....	2	1	.....	1	20
Failure to provide dressing-room for females.....	1	.....	1	.....	.....
Failure to provide exhaust fans.....	2	1	.....	1	20
Failure to guard dangerous machinery.....	2	1	.....	1	100
III. Illegal employment of children:					
Employing child under 16 without certificate.....	117	43	42	32	*1,830
Employing child under 16 more than 9 hours per day.....	31	11	14	6	150
Employing child under 14.....	9	.....	3	6	120
Failure to keep register of children.....	1	.....	1	.....	.....
IV. Illegal employment of women and minors:					
Employing minors or women after 9 P. M.....	2	1	1	.....	.....
VII. Bakeries:					
Failure to plaster, wainscot or limewash walls or ceiling or to paint woodwork.....	4	†4	.....	.....	.....
Employing bakers more than 60 hours a week.....	2	1	.....	1	25
Sleeping in bakeroom.....	2	†2	.....	.....	.....
Failure to supply washroom and sink.....	1	1	.....	.....	.....
Total.....	202	81	62	59	*\$2,510

\*Includes \$1,000 bail forfeited was served.

†Includes one case in which defendant fled before warrant was served.

Table 1 covers the field work of our deputy factory inspectors. There is no material difference between the figures given and those of recent years; by reason of this fact I am led to believe that our force, as at present constituted, has been driven to the limit of its capacity. That every factory, shop, bakery, tenement house, mine and quarry in the State, properly subject to inspection, has been inspected, is very doubtful. An effort was made to reach every locality so as to visit each establishment at least once a year. Such a plan imposed upon the members of our field force the necessity of constant hurry and it must be apparent to all that increasing speed meant a corresponding neglect of detail, which, however, is very essential, if factory inspection is to be a controlling factor in establishing and maintaining proper conditions in all places over which we exercise jurisdiction.

A periodic perfunctory visit of the State official to a factory, and the receipt by the owner thereof—a little later—of a notice containing certain orders, does not provide nor constitute effective inspection. Provision should be made for re-inspection of all places against which orders are issued. (It is gratifying to me that this will be done quite generally under the plan adopted for 1905-1906.) To properly carry out this scheme, however, a substantial increase in our field force will be necessary, together with a liberal addition to our traveling expense fund, to meet the additional burden incident to the increase in our force and the expense of the second annual or re-inspection tour of each district.

Table 2 contains the orders issued as a result of the inspections referred to in the first section of Table 1. The total number of all orders given is 39,930 or a little more than an average of one for each place inspected.

The orders enumerated in division I of this table are unimportant, the subjects covered do not affect the conditions of employment or welfare of employees. The posting of laws, schedule of hours and noonday permits do not add one iota to the respect in which the law is held by the average manufacturer, neither does compliance with the inspectors' orders to properly post them add to the comfort or safety of employees; nevertheless, the statute directs that they shall be posted in every factory and shop, and, as will be seen, these trivial orders constitute more than 50 per cent of the total given in this table. Compliance with orders in this class was substantially complete, there being but 51 uncomplied orders out of a total of practically 20,000. As a matter of fact it is doubtful if there remained any uncomplied with, for it is the duty of each inspector to furnish the blanks and insist upon instant compliance, but occasionally an inspector will incorporate an order of this kind on his report and fail to note compliance therewith, hence the difference between number of orders given and compliances reported.

Division II is very important for it covers the application of the provisions of our statutes relating to the health and safety of factory employees. This division is made up of a total of eight subdivisions. A total of 15,738 orders of this class were issued from our main office and up to October 1, 1905, compliance with 10,543 of these orders was reported, while 801 of such orders were suspended or withdrawn. This leaves the large number of 4,394 unaccounted for, or apparently uncomplied with. It would be improper, however, to so construe the table, for the reason that the total mentioned represents the orders given by our inspectors during the whole year up to September 30, 1905, many hundreds of which had not been officially served until after the compilation of orders complied with had been closed. The period stipulated in our notices for compliance with orders, varies from ten to thirty days; it therefore follows that a large number of orders sent out during the month of September, 1905, could not be reported complied with until some time in October, while all orders issued after October 1, 1905, properly belonging to the previous year's record, are of necessity included in the number of orders apparently non-complied with. A trifle under 70 per cent of these orders were issued against establishments in Greater New York; this suggests the conclusion that New York City manufacturers are somewhat more indifferent to the requirements of law than their up-State brethren. In this connection, however, it is well to remember that more than 60 per cent of all establishments inspected by our deputy factory inspectors are situated in that city.

On examining this table we find that in respect to infractions of certain special provisions of our laws, the conditions are infinitely worse in New York City than in other sections of the State. Orders to the number of 776 in regard to light were issued, all of which, except 19, affected factories and shops in New York City. The number of orders relative to cleanliness and sanitary conveniences is 7,615, 93 per cent of which were issued against New York City factories. But, when we come to consider dangerous machinery, we find that the situation is different. Five thousand and fifty-one (5,051) orders to remedy defects and guard dangerous points on machinery were issued; only 35 per cent of these were served on manufacturers in Greater

New York, while the other 65 per cent were recorded against what we call up-State districts. From these figures it is made to appear that while the factories in the cities and towns throughout our State are much cleaner, and better provision is made for the physical comfort of employees therein than in the establishments in Greater New York, the element of danger arising from the operation of machinery is relatively greater in the factories outside of the greater city. Our records of accidents will probably show that a majority thereof occur in connection with the operation of machinery.

#### THE ILLEGAL EMPLOYMENT OF CHILDREN (DIVISION III).

This is a most interesting subject. Orders to the number of 2,434 were given during the year, affecting the employment of children in the factories of this State. These orders cover every phase of the subject embraced in our statutes, so far as such provisions affect the actual employment of children. A separate and distinct order is always given in the case of a child found to be under the age of fourteen; such a child can not secure a certificate—therefore its employment can not be legalized. Then, there is the case of the child who is of legal age but has not procured and filed the employment certificate. An order must issue to dismiss or discontinue employment of such child until a certificate is furnished. Again, the law directs that a record or register of children employed be properly kept, and if such register is not available the inspector must order that one be kept thereafter. The law also prescribes that children shall not work to exceed nine hours daily nor before a certain hour in the morning, nor after a certain hour at night, and also that they be not employed on dangerous machinery, etc. Where the law is disregarded an order is given to correct the infraction. A large number of the orders given cover technical and unintentional violations of law and we feel that we are justified in saying that the number of instances where an order was found necessary was surprisingly small. The total number of children discharged from employment by our inspectors was 2,820, or about one for every 360 persons employed in the factories of this State. Of this number of children 1,683 were dismissed in Greater New York and the educational authorities notified. (This notice to the educational officers is not obligatory upon us.) The remainder of the children were employed in factories outside of Greater New York.

The Legislature of 1905 amended section 76 of our law so as to authorize this Bureau to require satisfactory evidence of the age of children employed in factories without certificates, who, while claiming to be over sixteen years of age and therefore exempt, are apparently under that age. Since the amendment became operative we demanded evidence of age to be furnished for 482 children—of which number 337 were in Greater New York factories, the remainder being up-State. Satisfactory evidence was furnished in 44 cases. Two hundred and ninety-two (292) were either discharged from employment or voluntarily left when directed to get evidence of age. One hundred and forty-six (146) cases are still incomplete. The wisdom of this new provision can not be doubted for it enables us to go back of the affidavit of an unscrupulous parent or guardian and demand substantially the same proof that the child is over sixteen years of age as the board of health must require regarding a child under sixteen years of age, before it grants an employment certificate. The efficacy of this legislation was very clearly demon-

strated in three establishments where a large number of children were always found working on the strength of parents' affidavits. From these three employers evidence was demanded for an aggregate of 86 children; this was furnished satisfactorily in seven cases, while the other 79 were discharged. What became of the 79 is another and very important phase of the problem but this Bureau can not undertake to follow it up. Our problem is to eliminate illegal child labor from the factories of this State. I am convinced that with a faithful application of the improved methods which have been adopted under your administration the evil will practically disappear.

Division VII of the table of orders relates to an important class of work and the orders issued (over 2,400) affected structural and sanitary conditions in bakeries. More than 75 per cent of these orders were directed against Greater New York bakeries and it must be admitted that in spite of all that the officers of this Bureau can do the unsanitary bakeshop will remain a menace to public health until more drastic measures are adopted to cure the evil. In Greater New York I deem it advisable to return to the system of inspecting bakeries by special detail as I am satisfied that infinitely better results can be obtained, provided the work be so divided as not to overburden those assigned to perform this duty.

#### TENEMENT MANUFACTURES (TABLE 3).

This is a specially interesting subject. The table gives the result of our efforts under our new law during the first year of its operation. Five thousand three hundred and eighty-seven (5,387) applications for licenses were received, of which all but 268 were for tenement properties in Greater New York. Four thousand five hundred (4,500) of these applications were disposed of during the year. Of this number 3,820 were indirectly referred to the Health Department and Tenement-House Department before any action was taken by this Bureau beyond the acceptance of the application. One thousand and sixty-one (1,061) applications were denied on the records furnished by the departments named and without any investigation by officers of this Bureau, while 2,759 were given a sufficiently clean record by these departments to justify a formal and thorough inspection of the premises by one of our deputies. Such inspection resulted, however, in the refusal of licenses in more than 35 per cent of the cases investigated. Out of the 1,061 denied on the records furnished by local departments, 409 were subsequently reported in a satisfactory condition, whereupon an inspection was made by one of our officers—such inspection resulting favorably in 258 cases, while in 151 instances applications were again denied.

Five hundred and forty applications were made for licenses for what are known as rear-shop buildings. These applications are investigated forthwith. Four hundred and fifteen (415) were granted and 125 denied. Two hundred and ninety-three (293) of these shop buildings are situated in New York city, and of this number 182 were given licenses, while 111 were denied. The other 247 of the shops mentioned are in the cities of Buffalo and Rochester, and of this number 233 were granted and 14 denied. The almost total absence of denials of applications for licenses for this class of buildings received from the up-State cities speaks well for the sanitary conditions prevailing therein.



When an application for license is denied a notice is mailed to the applicant stating the reasons for such denial; if the causes of denial are subsequently removed, or defects remedied, and request is made therefor, a re-investigation of premises is made. Seven hundred and eleven (711) such re-investigations were made and as a result 464 applications previously denied after careful investigation were granted—owing generally to material sanitary improvements and repairs in the meantime—and licenses were issued, while in 247 cases licenses were again denied. One hundred and twenty-one (121) applications were canceled at the request of applicants and 19 duplicates were inadvertently accepted and recorded.

The total number of licenses granted was 2,898; of this number 43 were canceled at the request of applicants and 4 were revoked for failure to maintain the premises in a lawful sanitary condition. The number of properly licensed premises in Greater New York at the close of the fiscal year was 2,604 and with 247 in other parts of the State we had outstanding 2,851 licenses.

Attention is called to the fact that 887 applications were pending at the close of the year. This does not mean that we have been derelict or dilatory in our methods. It does mean, however, that we are handicapped by the inadequacy of our force. The Legislature has not been slow to clothe our Department with powers and to add very materially to our duties and responsibilities from year to year; but our needs in the way of increased force have not been so generously considered.

The added expense to our Department, incident to the administration of this tenement-house law, has been large and requires that a more liberal appropriation be given us for office expenses, and this can very properly be urged for the reason that the State now derives a revenue from this source.

#### COMPLAINTS (TABLE 4).

The total number of complaints received (1,302) is not very large when the extent of our field of operations is taken into consideration. The motives which lead to the filing of complaints vary quite materially. A considerable number is received from individuals and associations whose only motive is the well-being of those who have to toil. This class of complaints relates mostly to the employment of women and children. An examination of our table will show that of the 311 such complaints received during the year only 146 were sustained on investigation. This showing does not impugn the good faith of the parties entering the complaints; it simply means that either their information was misleading or the conditions complained of were remedied and the violation removed before our representative reached the establishment against which complaint was entered. Complaints are also sent in to us actuated simply by a desire on the part of the complainant to annoy the party against whom the complaint is made; a discharged employee seeking revenge frequently alleges the existence of conditions which are tolerated during the period of employment; but when he is dismissed he demands that the machinery of the law be set in motion to punish the employer for the conditions which were previously borne by him without complaint. The separation of the "wheat" from the "chaff" is quite clearly set forth in this table, only 53 per cent of all complaints being sustained. It is desirable, as an evidence of good faith, in addition to many other reasons, that a person making a

complaint furnish the information in writing, signing his name to the statement; the source of information not to be disclosed to anyone not entitled to know the same. If this course is adopted and rigidly followed the number of complaints will be greatly reduced.

#### PROSECUTIONS (TABLE 5).

Effective enforcement of corrective legislation can not be accomplished without the adoption of punitive measures. Laxity in this respect generates indifference to the law and contempt for its provisions. Under our judicial system the process is slow and to an already overburdened Bureau our experience in the courts has been discouraging and depressing.

Two hundred and two (202) cases were prosecuted during the year, divided as follows:

*For violation of the provisions relating to sanitation and safety.. 33*

After due trial eighteen of these cases were acquitted one was convicted and sentence suspended, and fourteen were convicted and paid fines aggregating \$385.

*For violation of the provisions relating to employment of children, 158*

In 54 instances cases were acquitted or discharged, 60 were convicted and sentence suspended, while 44 were convicted and paid fines, etc., aggregating \$2,100. The Bureau convicted 66 per cent of the offenders against the child labor laws but the courts arbitrarily ruled that only 30 per cent should be punished. Why should the others escape their richly merited punishment?

*Illegal employment of women and minors.*—Two cases were brought to the attention of the court one of which was acquitted and the other convicted and sentence suspended.

*Bakeries.*—Nine cases, of which one was convicted, a fine of \$25 being imposed on the offender. One defendant, involved in two cases, fled before warrant was served and the other six cases were dismissed or acquitted after trial.

To sum up, 60 per cent of all our cases were proven and convictions secured while punishment in the form of fines was only meted in one-half this number of cases.

#### ACCIDENTS.

The tabulation of accidents reported is not completed. Some difficulty has been experienced in securing satisfactory returns from several large concerns, but an improvement is quite noticeable since you took this matter up directly with the delinquents. During the first, second and third quarters of the year a total of 5,079 accidents were reported, an average of about 22 for each working day. The indications are that a larger proportion has been reported during the last quarter, the figures for which are not yet available.

You will agree with me that all serious accidents occurring on or in connection with the operation of machinery should be carefully investigated by a competent person; but, under present circumstances, this can not be undertaken. We now order special investigations where it appears that an accident is due to failure to comply with orders issued by this Bureau; one investigation of this character, made this year, resulted in the prosecution and conviction of two persons who were responsible for failure to obey our orders; a penalty of \$100 was imposed and, in addition to this, civil damages amounting to about \$2,500 were paid to the heirs of the party who was fatally in-

jured. The value of this service to the people of this State would be greatly enhanced if we were in a position to follow up every important or serious accident, requiring when necessary new or additional safeguards to prevent future accidents.

#### NEW METHODS.

Immediately after you assumed office I conferred with you on the subject of improved methods of recording inspections, orders issued, etc. You then authorized me to undertake a complete revision of our blanks and a re-arrangement of methods of recording and filing our data. This meant some months of hard work, but I feel that the result is so satisfactory that it affords ample compensation for the labor expended. The adoption of the card system to cover every phase of our work is a distinct advantage and brings our bureau up to modern standards. It is my intention to describe the entire system in detail in the annual report of this Bureau, which is to be prepared a little later.

I wish to gratefully acknowledge the valuable assistance rendered in connection with the drafting of our new forms, by Hon. Lawrence Veiller of New York City, and also to acknowledge your uniform courtesy and invaluable counsel, especially in relation to the proper interpretation of our laws.

Respectfully submitted by

(Signed) JOHN WILLIAMS,  
*First Deputy Commissioner of Labor.*

### APPENDIX III.

#### PRELIMINARY REPORT OF THE SECOND DEPUTY COMMISSIONER, IN CHARGE OF THE BUREAU OF MEDIATION AND ARBITRATION.

ALBANY, N. Y., *September 30, 1905.*

HON. P. TECUMSEH SHERMAN,

*Commissioner of Labor, Albany, N. Y.*

DEAR SIR: The following is a synopsis of the general scope of the work of the Bureau of Mediation and Arbitration for the fiscal year October 1, 1904, to September 30, 1905, inclusive.

During the above period the Bureau recorded 155 industrial disputes. This record includes the collection and compilation of statistical information, investigation into cause, duration, method of termination, etc., of the industrial disputes in this State reported to this Bureau. In each case a formal tender of the services of the State Board of Mediation and Arbitration has been made to the parties to the dispute. The major portion of this work has been done through correspondence, although it has been and will continue to be necessary to utilize the services of special agents of the Bureau of Labor Statistics in the collection of statistical data. We have collected and filed in the Bureau copies of nearly all of the important trade agreements or contracts entered into between employers and employees during the report year. We have also collected and filed in the form of a card index a directory and a practically complete list of employers' associations or organizations of the State, which will greatly facilitate the collection of industrial information in future.

The experience of the Bureau has been and continues to be that the function of arbitration by the State Board will be very rarely exercised, except possibly in the case of interruption of important public utilities, and probably then this function will be in the form of so-called public investigation, one of the pertinent reasons for this being the fact that nearly all disputes involve either local or trade conditions, or both, and contain features which render them more susceptible to local conciliation, mediation or arbitration than to that of a State board. To meet this condition the Bureau is now engaged in formulating a plan or series of plans and suggestions, having for their ultimate object the establishment of local boards or agencies of conciliation, mediation or arbitration, where such do not now exist. This work will require much time and attention, and the earnest coöperation of organizations and individuals interested in maintaining industrial peace.

The Bureau was practically reorganized during May of this year, by the addition of a clerk to the office force, and the practically permanent assignment of the Mediator of Industrial Disputes to the metropolitan district. The result of this has been a decided improvement in both the volume and character of the work done by the Bureau, enabling it to keep more closely in touch with reported disputes through correspondence, and to make a much larger percentage of personal investigations in the metropolitan district, where the largest number of disputes naturally exist.

Our annual report, giving in detail the work of the Bureau, will be prepared as soon as the incomplete information relating to disputes occurring in the last quarter of the fiscal year has been collected.

Respectfully submitted.

(Signed) JOHN LUNDRIGAN,  
*Second Deputy Commissioner of Labor.*

## APPENDIX IV.

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### REPORT OF THE SUPERINTENDENT OF THE FREE EMPLOYMENT BUREAU IN NEW YORK CITY.

Hon. P. TECUMSEH SHERMAN,

*Commissioner of Labor, Albany, N. Y.*

DEAR SIR: I herewith submit to you a report of the work of the State Free Employment Bureau for the fiscal year ending September 30, 1905.

During the year there were 6,032 applicants for work; 2,502 being women and 3,530 being men.

There were 4,072 applications for help, 3,288 of which were for women and 784 for men.

The total number of situations secured was 4,384, of which 3,526 were secured by women and 858 by men.

At no time during the year was the Bureau able to supply the demand made on it for female help. Particularly so was this instanced in the case of women who were wanted to perform the duties of a general houseworker. This is an old story. It tells the tale of conditions affecting the domestic economy of the home, and at present there seems to be no way out of it.

The greater number of women reported as being re-employed were hotel cleaners. Very often they are not to blame for leaving their employment. The work of a cleaner is very laborious and trying and there is nothing in it to make it pleasant or agreeable. They usually work from 2 o'clock until 6 in the morning and then a rest of about three hours is taken. At 9 o'clock they resume their labors and generally finish about 12 o'clock. I have every reason to believe that the food furnished such people is often of an inferior kind. This has been admitted to me more than once by head cleaners, who say that they have tried to have it remedied but to no purpose, as the stewards are opposed to bettering conditions. Then again, the sleeping quarters are lacking in comfort. I have one hotel in mind where the dormitory consists of a large room or loft, the beds being arranged around the walls somewhat after the fashion of bunks in the steerage quarters of a ship. There is absolutely no privacy of any kind, the women being compelled to dress and undress in the presence of each other, old and young. The clothes rack in this instance consists of a wire cable extending the length of the room, over which wire the women place their clothes when about to retire for the night. In other cases, where the women "sleep out," their condition is more aggravated. They are roomed at a distance from the hotel and in the early morning they have to wend their way to and from the hotel in all kinds of weather. After working from 2 o'clock, and when heated from their work, they have to return to their sleeping quarters, resulting often in their contracting severe colds unfitting them for work for a considerable length of time. Their lot in life is anything but a pleasant one. Clergymen have more than once complained to me of the immoral tendency of such surroundings. Some years ago, at the request of the Working Women's Association, an officer of the sanitary squad of the police department made a tour of the hotels and found the sleeping-rooms in a worse condition than some of the Bowery lodging-houses.

Other women reported as being re-employed were those who went out by the day washing, cleaning, etc. Then, too, there were some whose age prevented them from continuing their task; and others who for one reason or another were dissatisfied with their condition and desired to make a change.

The men who were given more than one place were, as a rule, people who worked by the day as laborers, or in boarding-houses. Some few of them were farm hands who returned to the city after the season's work had come to an end.

In the early spring an advertisement was placed in the *American Agriculturist* calling attention to the work of the Bureau. As a result of this advertisement a great number of applications were made for farm hands. To meet these orders an advertisement was placed in the *New York World* stating that there were vacancies for farm hands. The farmers were willing to pay transportation for anyone who would take employment with them. It was soon made evident that farm hands were very scarce. There were many applicants for farm work who knew absolutely nothing of the requirements. They simply thought they would like to work on a farm for a change. It is very hard usually to get men to work on farms once they get the "city habit."

During the year 1905 men secured situations as farm hands. As a rule they kept their places until the season closed.

The usual call for harvest hands to go to the West came from Mr. Gerow, the director of the Free Employment Bureau at Topeka, Kan., who wrote to the effect that some 40,000 men were wanted to take care of the wheat crop in the West. On the receipt of Mr. Gerow's circular I sent a transcript of it to the local papers, and as a result hundreds of men came or wrote to the Bureau asking for information about the work, how to reach the place of employment, wages offered, etc. In answer to their inquiry the following circular was issued:

STATE OF NEW YORK, DEPARTMENT OF LABOR,  
FREE EMPLOYMENT BUREAU,  
107 East 31st Street.

DEAR SIR.—Work in the wheat fields in Kansas has now commenced. A party of men will leave this Bureau for Topeka, Kansas. The cost of transportation from New York to Topeka, Kansas, will be \$26.75. This money is to be paid by you to an agent representing the railroad. We simply get the rate and introduce you to the railroad agent who places you on the train.

In addition to the \$26.75 required for railroad fare to Topeka, you will have to pay one cent a mile from there to any place Mr. Gerow sends you. *It is therefore advisable and necessary that you have money to meet this extra expense and also sufficient to pay your board until assigned to work by Mr. Gerow.*

The Bureau sends the men direct to Mr. T. B. Gerow, Director of the Free Employment Bureau, Topeka, Kansas. He in turn sends them to the farmers who need their services.

*We do not guarantee that the men will get employment in the wheat fields. We simply send them to Mr. Gerow when instructed by him to do so. Nor does Mr. Gerow guarantee to get work for every man that goes there. As a rule, if the men are able to do the work they find employment. Mr. Gerow says they will need 40,000 men this year.*

It must be borne in mind that harvesting in the southwest is the hardest kind of hard work and no one should attempt to leave home and go there unless he has been used to hard work in the open air.

Yours very truly,

JOHN J. BEALIN,

Superintendent.

A copy of the above was given to each applicant who visited the Bureau and one was sent to all who wrote for information. It was my opinion that after paying railroad fare to and from the West, even if 100 days' work were obtained, there would be little left to compensate people for making the trip. This view was shared by many who wanted to go to the West and only twenty who made application went to the harvest fields.

The largest number of men finding employment through this office during the year were what is known as usefulmen. Such men are divided into two classes: First, men who were employed taking care of small places in the country. Their work consisted of taking care of a lawn, driving horses and doing chores around the house. Second, men who acted as general utility men in hotels and boarding-houses.

The greater number of women finding employment through this office were hotel cleaners.

Employers who made use of the Bureau apparently were satisfied with the help they secured, and employees in every instance had their wages paid and were satisfied in the main with conditions.

The following table shows the work of the Bureau for the year:

	Male.	Female.	Total.
Applications for help.....	784	3,288	4,072
Applications for work.....	3,530	2,502	6,032
Situations secured.....	858	3,526	4,384
Number of re-employments.....	80	602	682
Number placed third time.....	30	313	343
Number of situations obtained outside New York City.....	310	285	595
Number of situations obtained outside New York State.....	97	53	150

#### SITUATIONS SECURED.

<i>Men.</i>		
Attendants.....	2	Hall boys..... 9
Bakers.....	1	Housemen..... 34
Bartenders.....	2	Janitors..... 13
Blacksmiths.....	1	Kitchenmen..... 68
Clerks.....	4	Laborers..... 35
Coachmen.....	4	Laundrymen..... 4
Cooks.....	11	Nurses..... 4
Dishwashers.....	18	Orderlies..... 6
Doormen.....	3	Pin boys..... 21
Drillers.....	1	Porters..... 71
Drivers.....	16	Stablemen..... 9
Elevator runners.....	14	Usefulmen..... 226
Farmers.....	195	Waiters..... 45
Firemen.....	2	Yardmen..... 3
Gardeners.....	36	
<i>Women.</i>		
Chambermaids and waitresses.....	338	Laundresses..... 177
Cleaners.....	1,850	Nurses..... 23
Cooks.....	296	Pantrymaids..... 65
Dayworkers.....	310	Seamstresses..... 5
General houseworkers.....	335	Wardmaids..... 33
Kitchen maids.....	94	

Respectfully,

(Signed) JOHN J. BEALIN,

*Superintendent.*

## APPENDIX V.

### OPINIONS RENDERED BY THE ATTORNEY-GENERAL UPON DOUBTFUL POINTS OF THE LABOR LAW.

#### Lack of Knowledge or Intent is Not a Defense Against Charge of Employing Children Under Legal Age.

STATE OF NEW YORK,  
ATTORNEY-GENERAL'S OFFICE,

ALBANY, January 16, 1905.

HON. JOHN WILLIAMS,

*First Deputy Commissioner of Labor, Albany, N. Y.*

SIR: In your letter of January 10, 1905, you ask "what course should be pursued by the Department of Labor when it finds a child apparently under sixteen years of age employed in a factory, the employer have the affidavit of the parent that the child is over sixteen years of age; and also where a child has secured employment by means of a certificate from the board of health, which was procured by fraud or improper means."

Article VI, section 70, of the Labor Law, reads as follows:

"No child under the age of fourteen years shall be employed, permitted or suffered to work in, or in connection with any factory in this state. No child between the ages of fourteen and sixteen years shall be so employed, permitted or suffered to work, unless an employment certificate, issued as provided in this article, shall have been theretofore filed in the office of the employer at the place of employment of such child."

Section 3841 of said law, which is incorporated in and forms section 3841 of the Penal Code, reads as follows:

"Any person who violates or does not comply with:

1. The provisions of article six of the labor law relating to factories, \* \* \* is guilty of a misdemeanor, and upon conviction shall be punished, for a first offence by a fine of not less than twenty nor more than one hundred dollars, for a second offence by a fine of not less than fifty nor more than two hundred dollars, and by imprisonment for not more than thirty days, or by both such fine and imprisonment; for a third offence by a fine of not less than two hundred and fifty dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment."

Two facts are necessary to constitute a crime under this law, namely, employment in or about a factory, and that the employee is under the age of sixteen years.

*Intent or knowledge is not a necessary part of the affirmative case, nor is it a defense.*

People v. Kibler, 106 N. Y. 321.

People v. Cipperly, 101 N. Y. 634.

"The law on that subject seems to be that an act *malum prohibitum* is not excused by ignorance, or a mistake of fact when a specific act is made by law indictable, irrespective of the defendant's motive or intent. His belief that he was right in what he did based on a mistake of fact is no defense. Wharton



Cr. Law. (9th ed.) S. 1507; *People v. Kibler*, 106 N. Y. 321; *Morris v. People*, 3 Denio, 381; *Gardner v. People*, 62 N. Y. 299."

*People v. Werner*, 174 N. Y. 134.

I am, therefore, of the opinion that, where children are employed under sixteen years of age, without the certificate of the board of health, the employer is liable under this act, and his liability exists irrespective of his intent or "his belief that he was right in what he did."

In answer to your second question will say that section 71 of the Labor Law regulates and prescribes the manner and method of procuring the employment certificate. The commissioner of health or executive officer of the board or department of health in a city, town or village which issues this certificate, acts in a quasi-judicial capacity, and I am therefore of the opinion that this certificate is a protection to the employer who subsequently hires a child to whom the certificate is issued. If, however, the certificate is procured by means of any false or fraudulent statements, affidavits or other unlawful means, then the remedy is to be found in subdivision 5 of section 3841 of the Penal Code, which provides as follows:

"And any person who knowingly makes a false statement in or in relation to any application made for an employment certificate as to any matter required by articles 6 and 11 of the labor law to appear in any affidavit, record, transcript or certificate therein provided for, is guilty of a misdemeanor,  
\* \* \*"

Yours respectfully,

(Signed) JULIUS M. MAYER,

*Attorney-General.*

#### What Constitute Public Records in the Bureau of Factory Inspection.

STATE OF NEW YORK,

ATTORNEY-GENERAL'S OFFICE,

ALBANY, *February 2, 1905.*

Hon. JOHN WILLIAMS,

*First Deputy Commissioner of Labor, Albany, N. Y.*

DEAR SIR: I am in receipt of your favor of the 19th ultimo, another letter of the same date from you attaching thereto a letter from E. Kaufmann and your letter of January 19th in answer to the letter of Mr. Kaufmann.

By virtue of section 100 of the Labor Law it is provided:

"In every case where a license is revoked or denied by the commissioner of labor, the reasons therefor shall be stated in writing and the records of such revocation or denial shall be deemed public records."

It is therefore clear that the statute specifically provides certain cases in which the action of the Commissioner, together with the reasons therefor, shall constitute a public record, open to the inspection of everybody.

The fact that this authority is conferred in terms in a specific instance, leads to the fair inference that the Legislature intended that the making public of other records connected with your Department should be a matter which should, at least, rest in your discretion.

In other words, that the records of your Department, except as above stated, should not be open, as matter of right, to general inspection.

In view of the further fact that the statute provides criminal penalties for the violation of many of its provisions, it would be contrary to public policy that the data, details and facts which come into your possession and constitute your records should be public records in the sense that any citizen might have access thereto.

I therefore advise you that you have full power to deny the request made by Mr. Kaufmann, in the broad terms in which he makes that request. If he applies to you for the inspection of a record for a particular purpose, then you can determine whether it is in the public interest to permit such inspection.

Very respectfully yours,  
(Signed) JULIUS M. MAYER,  
*Attorney-General.*

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Scope of Definition of "Tenement House" in the "Sweat Shop" Law.

STATE OF NEW YORK,  
ATTORNEY-GENERAL'S OFFICE,

ALBANY, April 26, 1905.

HON. JOHN McMACKIN,  
*Commissioner of Labor, Albany, N. Y.*

DEAR SIR: I have your favor of the 25th instant, in which you ask me to furnish you with an opinion covering the application of the Tenement-House Law to tenement houses wherein no work is done other than in the stores on the first floor.

You desire to know whether you shall treat such places under the provisions of section 100 of the law, or under the provisions of the General Factory Act,

I beg to inform you that I have no doubt that the "tenement house" referred to in section 100 of the Labor Law is a tenement house as defined most recently in chapter 550, Laws of 1904. You will note that in section 2 of said chapter it is provided: "The term tenement house *where used in this chapter,*" and in the same chapter is included the amendment of section 100, which said section, so amended by said chapter 550, Laws of 1904, constitutes now the present section 100.

I therefore conclude that a tenement house, as referred to in section 100, "means any house or building, or portion thereof, which is rented, leased, let or hired out, to be occupied, or is occupied as the home or residence of three families or more living independently of each other, and doing their cooking upon the premises, and having a common right in the halls, stairways, yards, water-closets or privies, or some of them, and for the purpose of this act shall be construed to include any building on the same lot with any dwelling-house and which is used for any of the purposes specified in section 100 of this act."

Very respectfully yours,  
(Signed) JULIUS M. MAYER,  
*Attorney-General.*

## Definition of Tenement Houses Includes Apartment Houses.

STATE OF NEW YORK,  
ATTORNEY-GENERAL'S OFFICE,

ALBANY, June 1, 1905.

HON. P. T. SHERMAN,

*Commissioner of Labor, Albany, N. Y.*

DEAR SIR: I have considered with great care your letter of May 15th in which you ask the following question:

"In many tenement houses of the better class (apartment houses) there are workshops in the front opening on and lighted from the street, well ventilated and of general good character, which have no inside connection whatever with the remainder of the house, in which remainder there is no manufacturing at all. Under such conditions must the house (as distinct from and in addition to the shop) be inspected and licensed?"

I realize the difficulties which may arise where the law is to be enforced in buildings which, as you describe, contain workshops thoroughly well ventilated and otherwise in good condition and which have no inside connection whatever with the remainder of the house.

An examination of section 100 of the Tenement-House Law will indicate the clear intent of the statute to prevent the manufacture of the goods and articles therein named, unless the building in which the store or place of manufacture is situate is in a sanitary condition in every respect, including, necessarily, plumbing, freedom from disease, etc., etc.

In the crowded sections of the large cities you will not infrequently find stores which are disconnected from the interior of the buildings and which therefore are not to be distinguished from the stores found in the higher grade of apartment houses situated in less crowded portions of these cities.

In other words, I do not see where the line of distinction can be logically drawn. A store may be disconnected from the remainder of the building and yet the plumbing may be no better than that in the other parts of the building and if there has been an infectious disease, who shall say that the infection can be kept out of such store when it has been communicated to the remainder of the building?

I must therefore conclude that the statute is applicable to the character of houses to which you refer and that they are equally subject with less favored buildings in other parts of a city, to the provisions of section 100, being a "part" of a "tenement house" under said section.

Yours respectfully,

(Signed) JULIUS M. MAYER,  
*Attorney-General.*

## When Sheds Near Canning Factories Are Not Under the Factory Law.

STATE OF NEW YORK,  
ATTORNEY-GENERAL'S OFFICE,

ALBANY, September 22, 1905.

Hon. P. T. SHERMAN,

*Commissioner of Labor, Capitol, Albany, N. Y.*

MY DEAR SIR: I am in receipt of your communication under date of September 12th in which you inquire as to the interpretation to be given to section 70 of the Labor Law.

This section provides as follows:

"No child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any factory in this state. No child between the ages of 14 and 16 years shall be so employed, permitted or suffered to work unless an employment certificate, issued as provided in this article, shall have been theretofore filed in the office of the employer at the place of employment of such child."

The certificate provided for in this section is particularly described in section 71 and following sections. Primarily, such certificate must be issued by the commissioner of health.

The law particularly specifies the hygienic conditions that must surround factories and mercantile establishments, mines and other places where workmen, women and children are employed, having in view the health of the operatives therein employed. Specific or varying conditions of employment prevail as to each of these various institutions, all, however, with the view of protecting the employees, and especially women and children therein employed.

This section under discussion and applying especially to children should be read in connection with the Compulsory Education Law, as amended by chapter 606 of the Laws of 1903.

Section 5 of that act provides as follows:

"It shall be unlawful for any person, firm or corporation to employ any child under fourteen years of age, in any business or service whatever during any part of the term during which the public schools of the district in which the child resides are in session."

The limitation of the power to employ a child under fourteen years of age is absolute; therefore, during any portion of the year during which the public schools shall be in session, no child under fourteen years of age can be employed in any business or service whatever.

The next limitation is that contained in the Labor Law that no child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any factory of this State.

So far as appears in the Labor Law or elsewhere, a child under twelve years of age may be employed in any service or employment, outside of the portion of the year when the public schools in his district shall be in session, unless especially prohibited by these provisions of the Labor Law applying to factory and mercantile establishments, mines or other special lines of industry.

In prohibiting the employment in factories the Legislature doubtless had in mind the necessity of protecting a child against danger to health by reason of confinement in a factory, danger from exposure to machinery and from conditions generally which would make work of that character detrimental to the welfare of a child under the ages provided by the statute.

It seems to me that it was not the intention of the Legislature that a child might be legally employed in vacation period, on a farm or in the open air, in some proper occupation, and yet could not be legally employed, under precisely similar conditions, if his employer happened to be a corporation or individual owning and operating a factory.

The words used in the statute, "in connection with any factory in this state," must be held to mean in such connection as would bring the child under conditions which were dangerous or unhealthy or otherwise detrimental to the child's welfare.

If the employment is in sheds devoid of machinery, in the open air, unconnected with a factory, and not subject to the discipline and hours governing factory employment, I am of the opinion that such employment of children is legal, providing it does not conflict with the provisions of the Compulsory Education Law.

The whole scheme of the law seems to be to give the child opportunity to attend the public school, or to receive instruction in a private school, and to protect the health of the child when employed in vacation period.

I am therefore of the opinion that the words "in connection with any factory in this state" do not apply to the conditions specified in your communication.

Yours very truly,

(Signed) JULIUS M. MAYER,  
*Attorney-General.*

## APPENDIX VI.

### INDEX OF BILLS AND ACTS RELATING TO LABOR IN 1905.

EXPLANATION—Bills enacted into law are designated by chapter number; those that failed of passage (distinguished by the use of smaller type) are designated by the last print number ("A" for Assembly, "S" for Senate). The abbreviation following the name of the introducer indicates the committee to which each bill was referred.

#### I. MISCELLANEOUS.

Saxe law against bribery and graft (ch. 136).

Agricultural statistics (ch. 243).

A. 1556. McManus. Cit. A. Revising employment agency law.

S. 1545. Armstrong. Jy. S. Revising employment agency law.

#### II. CHILD LABOR.

Employers to furnish evidence of age (ch. 493).

Discretionary power to issue certificates (ch. 518).

Truant officers authorized to enter factories (ch. 311).

Required attendance at school (ch. 280).

Street trades law extended to second-class cities (ch. 519).

Crime to abandon children under sixteen years of age (ch. 168).

S. 427 Fitzgerald.

Jy. S.—Labor Law, §71, Evidence of age.

A. 1748 Freidel

L. & I.—A. Labor Law, §163

A. 2246 Freidel.

L. & I.—A. Labor Law, §71 } Orphans.

A. 316 G. F. Thompson

P.E.—A §3 School Law.

A. 503 Shanahan.

P.E.—A. N. Y. Charter, §1482, Theaters in school hours.

#### III. HEALTH AND SAFETY.

Vestibules for motormen (Kings and Queens counties: ch. 453).

Boiler inspection (locomotives: ch. 611).

Elevator shaft openings in construction (ch. 520).

A. 1532. Moreland. R. R.—A. qualif. as loco. engr.

A. 1223 Vestibuled cars in Westchester co.

A. 1779. Fitzsimons—elevators, N. Y. City. Cit.—A.

A. 2098. Fitzsimons—elevators, N. Y. City. Cit.—A.

A. 1659. Stanley, stationary firemen, N. Y. City. Cit.—A.

A. 2015. Wemple, stationary engr. & firemen, cities. L.A. 3—A.

A. 2112. Hartman, Lost A. }

S. 1507. Davis, C. W.—S. }

A. 1410. Thonet, L. & I.—A. Bakery license.

A. 2047. Mead, L. & I.—A. }

S. 1338. McEwan, Jy.—S. }

A. 1394. Hornidge, 3 R.C.—A. Meat dealers.

A. 2322. Yale, L. & I.—A. Bathrooms in foundries.

A. 2103. Sheldon, W. & M.—A. Fire drills; Fact. Insp.

S. 1360. Coggeshall, Fin.—S. Fire drills; Fact. Insp.

Tenement houses:

Phipps houses (ch. 269).

Tenement-house law—fire-escapes (ch. 507).

A. 2241 Bakeries in §41. Cit.—S.

A. 2373. Bakeries in §41—2 A.

## IV. PAYMENT OF WAGES.

Garnishment law amended (ch. 175).

School teachers' pensions exempted from attachment (ch. 107).

Married women's rights to earnings (ch. 495).

- A. 1501. Sullivan, L. & I.-A. Semi-monthly payts; §10 Labor Law.
- A. 1735. Bursynski, L. & I.-A. Semi-monthly payts.; §10 Labor Law.
- A. 860. J. A. Thompson, G. L.-A. Lien law, §3; owner of bldgs.
- S. 2312. Lewis, Vetoeed. Assignment law, cartman.
- A. 104. Nugent, 3 R. C.-A. Prohibiting assignment of wages.
- S. 912. Nugent, Cod.-S. Cost of support.

## V. PUBLIC EMPLOYMENT.

Ferry employees, N. Y. City, to be retained (ch. 533).

Pensioning employees of Dept. of Finance, N. Y. City (ch. 583).

Policemen's pension fund, N. Y. City (ch. 516).

Policemen's and firemen's pension fund, second-class cities (ch. 444).

Laborers in State armories (ch. 618).

- A. 1194, S. 1295. Yale, Mayor's veto—Civil pensions, N. Y. City.
- A. 1609. Hartman, Mayor's veto—street cleaners' overtime pay.
- A. 81. Burns, Cit.-A. Street cleaners' overtime pay.
- A. 1305. Prentice, Street cleaners' overtime pay.
- A. 1302. O'Neill, Cit.-A. Street cleaners' overtime pay.
- A. 39. Dale {
- S. 60. Fitzgerald { Cit.-S. Street cleaners' certain salaries.
- A. 226. Dowling, Cit.-S. Prison keepers' salaries.
- A. 1233. Freidel, Cit.-S. Policemen; 8 hrs.
- A. 112. Fuller, Jy.-A. {
- S. 140. Page, Jy.-S. { New Art. XII. Const.
- A. 1620. (Int. 1265). Mathews. Repairing streets, day work.
- A. 1765. Moreland, I. A.-S. Subdividing contracts.
- A. 1439. Donovan, G. L.-A. Subdividing contracts.
- S. 455. Saxe, I. A.-S. Subdividing contracts.

## VI. HOURS OF LABOR.

- A. 737. Thompson, L. & I.-A. Genl., 8 hrs.
- A. 1526. Brooks, 3 R. C.-A. }
- A. 640. Gates, L. & I.-A. } 9 hrs. for women & minors.
- S. 399. Coggeshall, Jy.-S. }
- A. 270. Moreland, L. & I.-A. Bakers, 10 hrs.
- A. 1744. Wedemeyer, Jy.-S. Barbers Sunday, Richmond.
- A. 51. Monroe, Cod.-A. §267 Penal Code; Sunday traffic.
- A. 195. Freidel, Cod.-A. §267 Penal Code; Sunday traffic.
- A. 380. Burns, Cod.-A. §267 Penal Code; Sunday traffic.
- A. 1600. Cox, Cod.-A. §267 Penal Code; Sunday traffic.

## VII. RELATIONS OF EMPLOYERS AND EMPLOYEES.

- S. 380. Lewis, Jy.-S. Empl. liability.
- A. 274. Rosenstein, G. L.-A. Interest on cash security.
- A. 1936. J. A. Thompson, 3 R. C.-A. Blacklisting.
- A. 657. Brooks, Cod.-A. Injunctions.
- S. 126. Lewis, Jy.-S. Arbitration.

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**APPENDIX VII.**

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**LAWS RELATING TO LABOR IN FORCE JANUARY 1, 1906.**

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# LAWS RELATING TO LABOR

## THE DEPARTMENT OF LABOR.

CHAPTER 9 OF THE LAWS OF 1901 (APPROVED AND IN FORCE FEBRUARY 7).

[This act consolidates the Bureau of Labor Statistics, the office of Factory Inspector and the Board of Mediation and Arbitration, and supersedes or modifies many of the provisions of the general Labor Law, *post*, which should be construed in connection with this act.]

AN ACT to create a department of labor and the office of commissioner of labor, and abolishing the offices of commissioner of labor statistics and factory inspector, and the state board of mediation and arbitration.

### Section 1. Department of labor and office of commissioner of labor created.—

A department of labor and the office of commissioner of labor are hereby created. Within twenty days after this act takes effect, the governor, by and with the advice and consent of the senate, shall appoint a commissioner of labor, who shall hold his office until January first, nineteen hundred and five. A successor to such commissioner shall be appointed in like manner and shall hold his office for a term of four years, beginning on the first day of January of the year in which he is appointed. Such commissioner shall be the head of such department and receive an annual salary of three thousand five hundred dollars.

§ 2. Offices abolished; powers of commissioner of labor.—The offices of commissioner of labor statistics\* and factory inspector,† and the state board of mediation and arbitration,‡ shall be abolished upon the appointment and qualification of such commissioner of labor. The commissioner of labor shall have the powers conferred and perform the duties imposed by law upon the commissioner of labor statistics and the factory inspector.§

§ 3. Deputy commissioners.—The commissioner of labor shall forthwith upon entering upon the duties of his office appoint and may at pleasure remove, two deputy commissioners of labor to be designated respectively as the first and second deputy commissioners of labor, each of whom shall receive an annual salary of two thousand five hundred dollars. Upon the appointment of such deputies the office of the assistant factory inspector,¶ deputy commissioner of labor statistics,|| and chief clerk|| of the commissioner of labor statistics are abolished.

§ 4. Bureaus of department.—The department of labor shall be divided by the commissioner of labor into three bureaus as follows: factory inspection, labor statistics and mediation and arbitration. The bureau of factory inspection shall be under the special charge of the first deputy commissioner of labor, who, under the supervision and direction of the commissioner of labor shall have such of the powers conferred, and perform such of the duties imposed, by law upon the factory inspector, as shall be designated

\* See Article II of the Labor Law.

† See Article V, *id*.

‡ See Article X, *id*.

§ See Articles I to IX, *id*.

¶ See section 60, Article V of the Labor Law.

|| See section 30, Article II, *id*.

by the commissioner of labor.\* The bureau of labor statistics shall be under the special charge of the second deputy commissioner of labor, who, subject to the supervision and direction of the commissioner of labor shall have such of the powers conferred and perform such of the duties imposed by law upon the commissioner of labor statistics,† as shall be designated by the commissioner of labor. The bureau of mediation and arbitration shall be under the special charge and supervision of the commissioner of labor, who, together with the first and second deputy commissioners of labor shall constitute a board, which shall have the powers conferred, and perform the duties imposed, by law on the state board of mediation and arbitration.‡ The powers hereby conferred upon the first and second deputy commissioners shall not include the appointment of officers, clerks or other employees in any of the bureaus of the department of labor.§

§ 5. **Officers and employees.**—Except as provided by this act, the deputies, officers and employees in the office of or appointed by the factory inspector, the commissioner of labor statistics, and the state board of mediation and arbitration are continued in office until removed pursuant to law.

§ 6. **Construction.**—Wherever the terms commissioner of labor statistics, or factory inspector, occur in any law, they shall be deemed to refer to the commissioner of labor, and wherever the term state board of mediation and arbitration occurs in any law, it shall be deemed to refer to the board created by this act.

§ 7. **Pending actions and proceedings.**—This act shall not affect pending actions or proceedings, civil or criminal, brought by or against the commissioner of labor statistics or factory inspector. All proceedings and matters pending before the state board of mediation and arbitration when this act takes effect shall be continued and completed before the board hereby created; and where a grievance or dispute has been submitted to the state board of mediation and arbitration, prior to the taking effect of this act, the board hereby created may make such further investigation in relation thereto as it deems necessary.

§ 8. **Repeal.**—All acts and parts of acts inconsistent with this act are hereby repealed.

§ 9. This act shall take effect immediately.

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\* See Articles I, V–IX, id.

† See Articles II and IV, id.

‡ See Article X, id.

§ Articles XI, XII and XIII do not fall within the jurisdiction of the Department of Labor.

# THE LABOR LAW.

CHAPTER 415 OF THE LAWS OF 1897, IN FORCE JUNE 1. COMPILED WITH  
AMENDMENTS TO OCTOBER 1, 1905.

AN ACT in relation to labor, constituting chapter thirty-two of the general  
laws.

*The People of the State of New York, represented in Senate and Assembly,  
do enact as follows:*

## CHAPTER XXXII OF THE GENERAL LAWS.

### THE LABOR LAW.

[NOTE.—The first ten articles fall within the jurisdiction of the Department of Labor created  
by chap. 9 of the Laws of 1901, *ante*; all are more or less affected by and should be construed  
in connection with it.]

- Article I. General provisions. (§§ 1-21.)
- II. Commissioner of labor statistics.\* (§§ 30-32.)
- III. Public employment bureaus. (§§ 40-43.)
- IV. Convict-made goods and duties of commissioner of labor  
statistics relative thereto. (§§ 50-55.)
- V. Factory inspector,\* assistant and deputies. (§§ 60-67.)
- VI. Factories. (§§ 70-93.)
- VII. Tenement-made articles. (§§ 100-106.)
- VIII. Bakery and confectionery establishments. (§§ 110-115.)
- IX. Mines and their inspection. (§§ 120-129.)
- X. State board of mediation and arbitration. (§§ 140-149.)
- XI. Employment of women and children in mercantile establish-  
ments. (§§ 160-173.)
- XII. Employment of children in street trades. (§§ 174-179-a.)  
*Added in 1903.*
- XIII. Examination and registration of horseshoers. (§§ 180-184.)  
*Renumbered.*
- XIV. Laws repealed; when to take effect. (§§ 190-191.) *Renumbered.*

### ARTICLE I

#### General Provisions.

- Section 1. Short title.
2. Definitions.
3. Hours to constitute a day's work.
4. Violations of the labor law.
5. Hours of labor on street surface and elevated railroads.
6. Hours of labor in brickyards.
7. Regulation of hours of labor on steam surface and elevated railroads.
8. Payment of wages by receivers.
9. Cash payment on wages.
10. When wages are to be paid.

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\*Superseded by Commissioner of Labor (L. 1901, ch. 9, §2, *ante*).

- Section 11. Penalty for violation of preceding sections.  
 12. Assignment of future wages.  
 13. Preference in employment of persons upon public works.  
 14. Stone used in state or municipal works.  
 15. Labels, brands, etc., used by labor organizations.  
 16. Penalty for illegal use of labels, etc.; injunction proceedings.  
 17. Seats for female employees.  
 18. Scaffolding for use of employees.  
 19. Inspection of scaffolding, ropes, blocks, pulleys and tackles in cities.  
 20. Protection of persons employed on buildings in cities.  
 21. Factory inspector\* to enforce provisions of article. [Added in 1899.]

Section 1. **Short title.**—This chapter shall be known as the labor law.

§ 2. **Definitions.**—The term employee, when used in this chapter, means a mechanic, workingman or laborer who works for another for hire.

The person, employing any such mechanic, workingman or laborer, whether the owner, proprietor, agent, superintendent, foreman or other subordinate, is designated in this chapter as an employer.

The term factory, when used in this chapter, shall be construed to include also any mill, workshop, or other manufacturing or business establishment where one or more persons are employed at labor.

The term mercantile establishment, when used in this chapter, means any place where goods, wares or merchandise are offered for sale.

The term tenement house, where used in this chapter, means any house or building, or portion thereof, which is rented, leased, let or hired out, to be occupied, or is occupied as the home or residence of three families or more living independently of each other, and doing their cooking upon the premises, and having a common right in the halls, stairways, yards, water closets or privies, or some of them, and for the purposes of this act shall be construed to include any building on the same lot with any dwelling house and which is used for any of the purposes specified in section one hundred of this act.

Whenever, in this chapter, authority is conferred upon the commissioner or labor, it shall also be deemed to include his assistant or a deputy acting under his direction. [*As amended by ch. 550, L. 1904.*]

The term "factory" was defined in § 18 of ch. 409 of 1886, and the term "mercantile" establishment in § 4 of ch. 234 of 1896. This definition of "tenement house," added in 1904, differs slightly from that in the Tenement House Act (L. 1901, ch. 334, § 2).

A commercial ice house using machinery, etc., is a "factory." *Rabe v. Consol. Ice Co.*, 151 U. S. C. C. A. 535 (1902).

§ 3. **Hours to constitute a day's labor.**—Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law. This section does not prevent an agreement for overwork at an increased compensation, except upon work by or for the state or a municipal corporation or by contractors or subcontractors therewith. Each contract to which the state or a municipal corporation is a party which may involve the employment of laborers, workmen or mechanics shall contain a stipulation that no laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day except in cases of extraordinary emergency caused by fire, flood or danger to life or property. The wages to be

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon all such public works or upon any material to be used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work on, about or in connection with such labor is performed in its final or completed form is to be situated, erected or used. Each such contract hereafter made shall contain a stipulation that each such laborer, workman or mechanic, employed by such contractor, subcontractor or other person on, about or upon such public work shall receive such wages herein provided for. Each contract for such public work hereafter made shall contain a provision that the same shall be void and of no effect unless the person or corporation making or performing the same shall comply with the provisions of this section; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the state or of a municipal corporation pay the same or authorize its payment from the funds under his charge or control to any such person or corporation for work done upon any contract which in its form or manner of performance violates the provisions of this section, but nothing in this section shall be construed to apply to persons regularly employed in state institutions, or to engineers, electricians and elevatormen in the department of public buildings during the annual session of the legislature. [*As amended by L. 1899, ch. 567, and L. 1900, ch. 298.*]

*Source.*—L. 1870, ch. 385 (superseding L. 1867, ch. 856, and L. 1853, ch. 641), as amended by L. 1894, ch. 622. The prevailing rate of wages clause was added in 1894 and the law substantially rewritten in 1899.

*Constitutionality.*—"There is no express or implied restriction to be found in the Constitution upon the power of the Legislature to fix and declare the rate of compensation to be paid for labor or services performed upon the public works of the State" (Clark v. State of New York, 142 N. Y. 105). Principle reasserted in 1904 (Ryan v. City of New York, 177 N. Y. 271) in so far as the provision regarding the prevailing rate of wages relates to public employees; but unconstitutional in so far as it affects employment by a contractor on municipal works (People ex rel. Rodgers v. Coler, 166 N. Y. 1 [1901]), where it was further held that if the contract contain a stipulation to comply with this clause of the statute, such stipulation falls with the statute and is void (Parker, C. J., dissenting).

The eight-hour clause has also been held unconstitutional in so far as it affects employment by a contractor on municipal works (People ex rel. Cossey v. Grout, 179 N. Y. 417, decided Nov. 29, 1904; see also case cited under § 384-h of the Penal Code, p. 125, post).

*By virtue of an amendment to the Constitution accepted by the people in November, 1905, the Legislature is authorized to regulate the wages, hours of labor, etc., of persons employed by the State or its civil divisions or by contractors performing services for the State or its civil divisions (see page 149 post).*

A Kansas statute similar to the above section 3 has been sustained by the Supreme Court of the United States as not in contravention of the United States Constitution (Atkins v. Kansas, 191 U. S. 207). On this general subject, see further Holden v. Hardy, 169 U. S. 366; People v. Phyte, 136 N. Y. 554; People v. Havnor, 149 N. Y. 195; People v. Warren, 77 Hun, 120; People ex rel. Warren v. Beck, 144 N. Y. 225; People v. Orange County Road Construction Co., 175 N. Y. 84; and cases cited in briefs of counsel in People ex rel. Cossey v. Grout, 179 N. Y. 417.

*Exceptions.*—An armory is a State "institution" and therefore exempt from the provisions of the section. Matter of Burns v. Fox, 98 App. Div. 507 (Nov. 1904).

Firemen are not "employees" within the meaning of the statute, which relates only to mechanics or laborers working for hire. Sweeney v. Sturgis, 78 App. Div. 460, affirmed (May, 1903), 175 N. Y. (Mem.).

Section does not apply to a contract to furnish gas and electricity to State buildings. Downey v. Bender, 57 App. Div. 310.

As to what constitutes overtime in case of emergency work on part of employees of municipal department of water supply, see *Grady v. City of New York*, 182 N. Y. 18 (May 30, 1905).

§ 4. Violations of the labor law.—Any officer[,], agent or employee of this state or of a municipal corporation therein having a duty to act in the premises who violates, evades or knowingly permits the violation or evasion of any of the provisions of this act shall be guilty of malfeasance in office and shall be suspended or removed by the authority having power to appoint or remove such officer agent or employee, otherwise by the governor. Any citizen of this state may maintain proceedings for the suspension or removal of such officer agent or employee or may maintain an action for the purpose of securing the cancellation or avoidance of any contract which by its terms or manner of performance violates this act or for the purpose of preventing any officer, agent or employee of such municipal corporation from paying or authorizing the payment of any public money for work done thereupon. [As amended by L. 1899, ch. 567.]

See notes to § 3; also § 21, *post*, and Penal Code, § 384-h, subd. 1, p. 124, *post*.

§ 5. Hours of labor on street surface and elevated railroads.—Ten consecutive hours' labor, including one-half hour for dinner[,], shall constitute a day's labor in the operation of all street surface and elevated railroads, of whatever motive power, owned or operated by corporations in this state, whose main line of travel[,], or whose routes lie principally within the corporate limits of cities of more than one hundred thousand inhabitants. No employee of any such corporation shall be permitted or allowed to work more than ten consecutive hours, including one-half hour for dinner, in any one day of twenty-four hours. In cases of accident or unavoidable delay, extra labor may be performed for extra compensation.

Derived from L. 1887, ch. 529 (superseding L. 1886, ch. 151).

Violation a misdemeanor: Penal Code, § 384-h, subd. 2. Under former law, violation was not a crime: *People v. Phyfe*, 10 Crim. 248.

§ 6. Hours of labor in brickyards.—Ten hours, exclusive of the necessary time for meals, shall constitute a legal day's work in the making of brick in brickyards owned or operated by corporations. No corporation owning or operating such brickyards shall require employees to work more than ten hours in any one day, or to commence work before seven o'clock in the morning. But overwork and work prior to seven o'clock in the morning for extra compensation may be performed by agreement between employer and employee.

Derived from L. 1893, ch. 691, § 2, as amended by L. 1896, ch. 789.

Violation a misdemeanor: Penal Code, § 384-h, subd. 3.

§ 7. Regulation of hours of labor on steam surface and elevated railroads.—Ten hours' labor, performed within twelve consecutive hours, shall constitute a legal day's labor in the operation of steam surface and elevated railroads owned and operated within this state, except where the mileage system of running trains is in operation. But this section does not apply to the performance of extra hours of labor by conductors, engineers, firemen and trainmen in case of accident or delay resulting therefrom. For each hour of labor performed in any one day in excess of such ten hours, by any such employee, he shall be paid in addition at least one-tenth of his daily compensation. No person or corporation operating a line of railroad of thirty miles in length or over, in whole or in part within this state, shall permit or require a con-

ductor, engineer, fireman or trainman, who has worked in any capacity for twenty-four consecutive hours, to go again on duty or perform any kind of work, until he has had at least eight hours' rest.

Derived from L. 1892, ch. 711, §§ 1-3.

Violation a misdemeanor: Penal Code, § 384-h, subd. 4; also evidence of negligence in action for personal injuries sustained by employee, *Pellin v. N. Y. C. & H. R. R. R. Co.*, 102 App. Div. 71 (March, 1905).

§ 8. **Payment of wages by receivers.**—Upon the appointment of a receiver of a partnership or of a corporation organized under the laws of this state and doing business therein, other than a moneyed corporation, the wages of the employees of such partnership or corporation shall be preferred to every other debt or claim.

Source: L. 1885, ch. 376, and L. 1895, ch. 899.

See also Assignment Law, ch. 466, § 30, of the Laws of 1877, and Lien Law, § 13.

Term "employees" includes operatives and laborers (*Palmer v. Van Santvoord*, 153 N. Y. 612), traveling salesmen (*Matter of Fitzgerald*, 21 Misc. 226), bookkeepers employed at salary of \$100 a month (*People v. Beveridge Brewing Co.*, 91 Hun. 313, and *Matter of Luxton & Black Co.*, 35 App. Div. 243), etc.

Term "wages" does not cover amounts credited to employees under a system of profit sharing (70 App. Div. 517).

§ 9. **Cash payment of wages.**—Every manufacturing, mining, quarrying, mercantile, railroad, street railway, canal, steamboat, telegraph and telephone company, every express company, and every water company, not municipal, shall pay to each employee engaged in its business the wages earned by him in cash. No such company or corporation shall pay its employees in script, commonly known as store money orders.

Derived from L. 1889, ch. 381, § 1.

Penalty: See § 11, *post*, and Penal Code, § 384-l, *post*.

On subject of constitutionality, see *Knoxville Iron Co. v. Harbison* (183 U. S. 13), in which the United States Supreme Court sustained the Tennessee anti-truck law.

§ 10. **When wages are to be paid.**—Every corporation or joint-stock association, or person carrying on the business thereof by lease or otherwise, shall pay weekly to each employee the wages earned by him to a day not more than six days prior to the date of such payment.

But every person or corporation operating a steam surface railroad shall, on or before the twentieth day of each month, pay the employees thereof the wages earned by them during the preceding calendar month.

Derived from L. 1890, ch. 383, § 1, as amended by L. 1893, ch. 717, and L. 1895, ch. 791.

Penalty: See § 11, *post*, and Penal Code, § 384-l.

§ 11. **Penalty for violation of preceding sections.**—If a corporation or joint-stock association, its lessee or other person carrying on the business thereof, shall fail to pay the wages of an employee, as provided in this article, it shall forfeit to the people of the state the sum of fifty dollars for each such failure, to be recovered by the factory inspector\* in his name of office in a civil action; but an action shall not be maintained therefor, unless the factory inspector\* shall have given to the employer at least ten days' written notice, that such an action will be brought if the wages due are not sooner paid as provided in this article.

On the trial of such action, such corporation or association shall not be allowed to set up any defense, other than a valid assignment of such wages,

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).



a valid set-off against the same, or the absence of such employee from his regular place of labor at the time of the payment, or an actual tender to such employee at the time of the payment of the wages so earned by him, or a breach of contract by such employee or a denial of the employment.

Derived from L. 1889, ch. 381, § 2, and L. 1890, ch. 388, § 2, as amended by L. 1893, ch. 717, and L. 1895, ch. 791.

Violation also a misdemeanor: Penal Code, § 384-1.

§ 12. **Assignment of future wages.**—No assignment of future wages, payable weekly, or monthly in case of a steam surface railroad corporation, shall be valid if made to the corporation or association from which such wages are to become due, or to any person on its behalf, or if made or procured to be made to any person for the purpose of relieving such corporation or association from the obligation to pay weekly, or monthly in case of a steam surface railroad corporation. Charges for groceries, provisions or clothing shall not be a valid off-set for wages in behalf of any such corporation or association. No such corporation or association shall require any agreement from an employee to accept wages at other periods than as provided in this article as a condition of employment.

Derived from L. 1890, ch. 388, § 2, as amended by L. 1893, ch. 717, and L. 1895, ch. 791. See L. 1904, ch. 77, p. 143, *post*.

§ 13. **Preference in employment of persons upon public works.**—In the construction of public works by the state or a municipality, or by persons contracting with the state or such municipality, only citizens of the United States shall be employed; and in all cases where laborers are employed on any such public works, preference shall be given citizens of the state of New York. In each contract for the construction of public works a provision shall be inserted, to the effect that if the provisions of this section are not complied with, the contract shall be void. On and after May first, nineteen hundred and two, all boards, officers, agents or employees of cities of the first class of the state, having the power to enter into contracts which provide for the expenditure of public money on public works shall file in the office of the commissioner of labor the names and addresses of all contractors holding contracts with said cities of the state. Upon the letting of new contracts the names and addresses of such new contractors shall likewise be filed. Upon the demand of the commissioner of labor a contractor shall furnish a list of the names and addresses of all sub-contractors in his employ. Each contractor performing work for any city of the first class, shall keep a list of his employees, in which it shall be set forth whether they are naturalized or native born citizens of the United States, together with, in case of naturalization, the date of naturalization and the name of the court where such naturalization was granted. Such lists and records shall be open to the inspection of the commissioner of labor. A violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than fifty dollars nor more than five hundred dollars, or by imprisonment for not less than thirty nor more than ninety days, or by both such fine and imprisonment. [*As amended by L. 1902, ch. 454.*]

Derived from L. 1889, ch. 380, § 2, and L. 1894, ch. 622, amending L. 1870, ch. 385, § 2.

The statute of 1894, making it a crime for a contractor with a municipal corporation for the construction of public works to employ alien laborers thereon, was held in 1895 to be an unconstitutional invasion of personal rights and also a violation of a treaty of the United States with Italy (*People v. Warren*, 13 Misc. 618).

§ 14. **Stone used in state or municipal works.**—All stone used in state and municipal works, except paving blocks and crushed stone, shall be worked, dressed and carved within the state. There shall be inserted in each contract or specification hereafter awarded by state, county or municipal authorities, authorizing or requiring the use of worked, dressed or carved stone, except paving blocks or crushed stone, within the state or such county or municipality, a clause to the effect that such stone shall be so worked, dressed or carved within the boundaries of the state as required by this section. If a contractor of the state or any municipality therein shall use stone, except paving blocks and crushed stone, which has been worked, dressed or carved without the state, the state or such municipality shall revoke the contract of such contractor and be released from liability thereon.

Derived from L. 1894, ch. 277, as amended by L. 1895, ch. 413.

So far as the section relates to contracts for municipal works, it was held unconstitutional in March, 1901 (*People ex rel. Treat v. Coler*, 166 N. Y. 144), where it was also held that if a contract contain a clause binding the contractor to comply with the section, such clause is void (*Parker, C. J.*, dissenting).

§ 15. **Labels, brands, et cetera, used by labor organizations.**—A union or association of employees may adopt a device in the form of a label, brand, mark, name or other character for the purpose of designating the products of the labor of the members thereof. Duplicate copies of such device shall be filed in the office of the secretary of state, who shall, under his hand and seal, deliver to the union or association filing or registering the same a certified copy and a certificate of the filing thereof, for which he shall be entitled to a fee of one dollar. Such certificate shall not be assignable by the union or association to whom it is issued.

Derived from L. 1889, ch. 385, §§ 1, 4.

This act is constitutional and the infringement of a registered label will be restrained by injunction: *Perkins v. Heert*, 158 N. Y. 306.

§ 16. **Illegal use of labels, et cetera, a misdemeanor; injunction proceedings.**—A person who, (1) shall in any way use or display the label, brand, mark, name or other character; adopted by any such union or association as provided in the preceding section, without the consent or authority of such union or association; or (2) shall counterfeit or imitate any such label, brand, mark, name or other character, or knowingly, sells or disposes or keeps or has in his possession with intent to sell or dispose of, any goods, wares, merchandise or other products of labor, upon which any such counterfeit or imitation is attached, affixed, printed, stamped or impressed, or knowingly sells or disposes of, or keeps or has in his possession with intent to sell, or dispose of any goods, wares, merchandise or other products of labor contained in any box, case, can, or package, to which, or on which any such counterfeit or imitation is attached, affixed, printed, painted, stamped or impressed, is guilty of a misdemeanor, and shall be punished by a fine of not less than one hundred dollars nor more than five hundred dollars, or by imprisonment for not less than three months nor more than one year, or by both such fine and imprisonment. After filing copies of such device, such union or association may also maintain an action to enjoin the manufacture, use, display or sale of counterfeit or colorable imitations of such device, or of goods bearing the same, or the unauthorized use or display of such device, or of goods bearing the same, and the court may restrain such wrongful manufacture, use, display or sale, and every unauthorized use or display by others

of the genuine devices so registered and filed, if such use or display is not authorized by the owner thereof, and may award to the plaintiff such damages resulting from such wrongful manufacture, use, display or sale as may be proved, together with the profits derived therefrom. [*As amended by L. 1902, ch. 88, and L. 1904, ch. 523.*]

Derived from L. 1889, ch. 385, §§ 2, 3, and L. 1893, ch. 319, § 1.

Knowledge or intent is not an ingredient of an offense of counterfeiting a registered label: *Bulena v. Newman*, 31 N. Y. Supp. 473.

§ 17. **Seats for female employees.**—Every person employing females in a factory or as waitresses in a hotel or restaurant shall provide and maintain suitable seats for the use of such female employees, and permit the use thereof by such employees to such an extent as may be reasonable for the preservation of their health. [*As amended by L. 1900, ch. 533.*]

Derived from L. 1881, ch. 298. So far as this related to mercantile establishments, it was superseded by L. 1896, ch. 384 (see § 170, *post*).

Violation a misdemeanor: Penal Code, § 384-j, *post*.

§ 18. **Scaffolding for use of employees.**—A person employing or directing another to perform labor of any kind in the erection, repairing, altering or painting of a house, building or structure shall not furnish or erect, or cause to be furnished or erected for the performance of such labor, scaffolding, hoist, stays, ladders or other mechanical contrivances which are unsafe, unsuitable or improper, and which are not so constructed, placed and operated as to give proper protection to the life and limb of a person so employed or engaged.

Scaffolding or staging swung or suspended from an overhead support, more than twenty feet from the ground or floor, shall have a safety rail of wood, properly bolted, secured and braced, rising at least thirty-four inches above the floor or main portions of such scaffolding or staging and extending along the entire length of the outside and the ends thereof, and properly attached thereto, and such scaffolding or staging shall be so fastened as to prevent the same from swaying from the building or structure.

Derived from L. 1885, ch. 314, as amended by L. 1891, ch. 214.

Violation a misdemeanor: Penal Code, § 447-a, *post*.

This section changes the common law and fixes the duty on the master to see that the scaffold is safe, suitable and proper, and imposes the liability for any accident *prima facie* upon him: *Stewart v. Ferguson*, 34 App. Div. 515; 52 *id.* 317; *affirmed*, 164 N. Y. 553; *Holloway v. McWilliams*, 97 App. Div. 360; *Williams v. Roblin*, 94 App. Div. 177. But see *Rotondo v. Smyth*, 92 App. Div. 153. As to the questions of assumption of risks, etc., see *Jenks v. Thompson*, 179 N. Y. 20.

A scaffold around and between two boilers, erected for the purpose of removing a connecting pipe, is not a "scaffold" within the meaning of the labor law: *Conly v. Lackawanna Iron & Steel Co.*, 94 App. Div. 149. Nor is a temporary arch built to support masonry: *Haughey v. Thatcher*, 89 App. Div. 375. Nor is ordinary staging put up in a room to facilitate the placing of fixtures: *Schapp v. Bloomer*, 181 N. Y. 125.

A boiler on the ground outside of a building is not a "structure" within the meaning of the labor law: *Conly v. Lackawanna Iron & Steel Co.*, 94 App. Div. 149. But a ship in course of construction in a dock is such a structure: *Chaffee v. Union Dry Dock Co.*, 68 App. Div. 578.

§ 19. **Inspection of scaffolding, ropes, blocks, pulleys and tackles in cities.**—Whenever complaint is made to the factory inspector\* that the scaffolding or the slings, hangers, blocks, pulleys, stays, braces, ladders, irons, or ropes of any swinging or stationary scaffolding used in the construction, alteration, repairing, painting, cleaning or pointing of buildings within the limits of a

city are unsafe or liable to prove dangerous to the life or limb of any person, such factory inspector\* shall immediately cause an inspection to be made of such scaffolding, or the slings, hangers, blocks, pulleys, stays, braces, ladders, irons or other parts connected therewith. If, after examination, such scaffolding or any of such parts is found to be dangerous to life or limb, the factory inspector\* shall prohibit the use thereof, and require the same to be altered and reconstructed so as to avoid such danger. The factory inspector or deputy factory inspector making the examination shall attach a certificate to the scaffolding, or the slings, hangers, irons, ropes, or other parts thereof, examined by him, stating that he has made such examination, and that he has found it safe or unsafe, as the case may be. If he declares it unsafe, he shall at once, in writing, notify the person responsible for its erection of the fact, and warn him against the use thereof. Such notice may be served personally upon the person responsible for its erection, or by conspicuously affixing it to the scaffolding, or the part thereof declared to be unsafe. After such notice has been so served or affixed, the person responsible therefor shall immediately remove such scaffolding or part thereof and alter or strengthen it in such manner as to render it safe, in the discretion of the officer who has examined it, or of his superiors. The factory inspector\* and any of his deputies whose duty it is to examine or test any scaffolding or part thereof, as required by this section, shall have free access, at all reasonable hours, to any building or premises containing them or where they may be in use. All swinging and stationary scaffolding shall be so constructed as to bear four times the maximum weight required to be dependent therefrom or placed thereon, when in use, and not more than four men shall be allowed on any swinging scaffolding at one time. [*As amended by L. 1899, ch. 192.*]

Derived from L. 1892, ch. 517, as amended by L. 1893, ch. 715.

Violation a misdemeanor: Penal Code, § 447-a, *post*.

See notes to section 18, *ante*.

**§ 20. Protection of persons employed on buildings in cities.**—All contractors and owners, when constructing buildings in cities, where the plans and specifications require the floors to be arched between the beams thereof, or where the floors or filling in between the floors are of fireproof material or brickwork, shall complete the flooring or filling in as the building progresses, to not less than within three tiers of beams below that on which the iron work is being erected. If the plans and specifications of such buildings do not require filling in between the beams of floors with brick or fireproof material all contractors for carpenter work, in the course of construction, shall lay the under-flooring thereof on each story as the building progresses, to not less than within two stories below the one to which such building has been erected. Where double floors are not to be used, such contractor shall keep planked over the floor two stories below the story where the work is being performed. If the floor beams are of iron or steel, the contractors for the iron or steel work of building in course of construction or the owners of such building, shall thoroughly plank over the entire tier of iron or steel beams on which the structural iron or steel work is being erected, except such spaces as may be reasonably required for the proper construction of such iron or steel work, and for the raising or lowering of materials to be used in the construction of such building, or such spaces as may be designated

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

by the plans and specifications for stairways and elevator shafts. If elevators, elevating machines or hod-hoisting apparatus are used within a building in the course of construction, for the purpose of lifting materials to be used in such construction, the contractors or owners shall cause the shafts or openings in each floor to be enclosed or fenced in on all sides by a barrier at least eight feet in height, except on two sides which may be used for taking off and putting on materials, and those sides shall be guarded by an adjustable barrier not less than three nor more than four feet from the floor and not less than two feet from the edge of such shaft or opening. If a building in course of construction is five stories or more in height, no lumber or timber needed for such construction shall be hoisted or lifted on the outside of such building. The chief officer, in any city, charged with the enforcement of the building-laws of such city and the factory inspector\* are hereby charged with enforcing the provisions of this section. [*As amended by L. 1899, ch. 192, and L. 1905, ch. 520, in force May 27, 1905.*]

Derived from L. 1896, ch. 936, §§ 1-4.

Violation a misdemeanor (Penal Code, § 447-c, *post*); also evidence of negligence where it can be said to have been in some way or to some extent the cause of personal injury to an employee (*Stewart v. Ferguson*, 34 App Div. 515).

§ 21. Factory inspector to enforce provisions of article.—The factory inspector\* shall enforce all the provisions of this article. He shall investigate complaints made to him of violations of such provisions and if he finds that such complaints are well founded he shall issue an order directed to the person or corporation complained of, requiring such person or corporation to comply with such provision. If such order is disregarded the factory inspector\* shall present to the district attorney of the proper county all the facts ascertained by him in regard to the alleged violation, and all other papers, documents or evidence pertaining thereto, which he may have in his possession. The district attorney to whom such presentation is made shall proceed at once to prosecute the person or corporation for the violations complained of, pursuant to this chapter and the provisions of the penal code. If complaint is made to the factory inspector\* that any person contracting with the state or a municipal corporation for the performance of any public work fails to comply with or evades the provisions of this article respecting the payment of the prevailing rate of wages, the requirements of hours of labor or the employment of citizens of the United States or of the state of New York, the factory inspector\* shall if he finds such complaints to be well founded, present evidence of such non-compliance to the officer, department, or board having charge of such work. Such officer, department or board shall thereupon take the proper proceedings to revoke the contract of the person failing to comply with or evading such provisions. [*Added by L. 1899, ch. 192.*]

## ARTICLE II.

### Commissioner of Labor Statistics.\*

Section 30. Commissioner of labor statistics.\*

31. Duties and powers.

32. Statistics to be furnished upon request.

Section 30. Commissioner of labor statistics.—There shall continue to be a commissioner of labor statistics, who shall be appointed by the governor, by and with the advice and consent of the senate, and shall hold his office

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

for the term of three years, and receive an annual salary of three thousand dollars. He may appoint a deputy commissioner of labor statistics, at an annual salary of two thousand and five hundred dollars, and a chief clerk at an annual salary of two thousand dollars, and such other clerks and assistants as he may deem necessary and fix their salaries. The term of office of the successor of the commissioner in office when this chapter takes effect is abridged so as to expire on the last day of December preceding the time when such term would otherwise expire, and thereafter the term of office of such commissioner shall begin on the first day of January.

Derived from L. 1883, ch. 356, §§ 1, 4.

Section 30 is rendered obsolete by L. 1901, ch. 9, *ante*, abolishing the offices herein provided for. By section 2 thereof the powers and duties of the commissioner of labor statistics devolve upon the commissioner of labor.

The commissioner is a public officer within the meaning of section 94 of the Penal Code: *People v. Peck*, 138 N. Y. 386.

§ 31. Duties and powers.—The commissioner of labor statistics\* shall collect, assort, systematize and present in annual reports to the legislature, within ten days after the convening thereof in each year, statistical details in relation to all departments of labor in the state, especially in relation to the commercial, industrial, social and sanitary condition of workingmen and to the productive industries of the state. He may subpoena witnesses, take and hear testimony, take or cause to be taken depositions and administer oaths.

Derived from L. 1883, ch. 356, §§ 2, 3.

Subpoenas, how issued: Code of Civil Procedure, § 854; how served, *id.* § 852; fees, *id.* § 3818.

Duties and powers discussed, *People v. Peck*, 138 N. Y. 386.

§ 32. Statistics to be furnished upon request.—The owner, operator, manager or lessee of any mine, factory, workshop, warehouse, elevator, foundry, machine shop or other manufacturing establishment, or any agent, superintendent, subordinate, or employee thereof, shall, when requested by the commissioner of labor statistics,\* furnish any information in his possession or under his control which the commissioner is authorized to require, and shall admit him to any place herein named for the purpose of inspection. All statistics furnished to the commissioner of labor statistics,\* pursuant to this article, may be destroyed by such commissioner after the expiration of two years from the time of the receipt thereof.

A person refusing to admit such commissioner,\* or a person authorized by him, to any such establishment, or to furnish him any information requested, or who refuses to answer or untruthfully answers questions put to him by such commissioner, in a circular or otherwise, shall forfeit to the people of the state the sum of one hundred dollars for each refusal and answer untruthfully given, to be sued for and recovered by the commissioner in his name of office. The amount so recovered shall be paid into the state treasury.

Derived from L. 1883, ch. 356, § 3, as amended by L. 1886, ch. 205.

Violation a misdemeanor: Penal Code, § 384-*f*, *post*.

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

## ARTICLE III.

## Free Public Employment Bureaus.†

[NOTE.—*This Article was revised from L. 1896, ch. 682.*]

Section 40. Free public employment bureaus in cities of the first class.

41. Duties of superintendent.

42. Applications; list of applicants.

43. Applicants for help, when to notify superintendent.

Section 40. Free public employment bureaus in cities of the first class.—The commissioner of labor statistics\* shall organize and establish in all cities of the first class<sup>1</sup> a free public employment bureau, for the purpose of receiving applications of persons seeking employment, and applications of persons seeking to employ labor. No compensation or fee shall be charged or received, directly or indirectly, from persons applying for employment or help through any such bureau.<sup>2</sup> Such commissioner shall appoint for each bureau so organized, and may remove for good and sufficient cause, a superintendent and such clerical assistants as, in his judgment, may be necessary for the proper administration of the affairs thereof. The salaries of such superintendents and clerks shall be fixed by the commissioner. Such salaries and the expenses of such bureau shall be paid in the same manner as other expenses of the bureau of labor statistics.

<sup>1</sup> No appropriation has ever been made to provide for a free employment bureau in any city other than New York.

<sup>2</sup> Violation a misdemeanor: Penal Code, § 384-k, *post*.

§ 41. Duties of superintendent.—The superintendent of each free public employment bureau shall receive and record, in a book to be kept for that purpose, the names of all persons applying for employment or for help, designating opposite the name and address of each applicant, the character of employment or help desired. Each such superintendent shall report, on Thursday of each week, to the commissioner of labor statistics, the names and addresses of all persons applying for employment or help, during the preceding week, the character of the employment or help desired, and the names of the persons receiving employment through his bureau. Such superintendent shall also perform such other duties in the collection of labor statistics, and in the keeping of books and accounts of his bureau, as the commissioner may require, and shall report semi-annually to the commissioner of labor statistics\* the expense of maintaining his bureau.

§ 42. Applications; list of applicants.—Every application for employment or help made to a free public employment bureau shall be void after thirty days from its receipt, unless renewed by the applicant. The commissioner of labor statistics\* shall cause two copies of a list of all applicants for employment or help, and the character of the employment or help desired, received by him from each free public employment bureau, to be mailed on Monday of each week to the superintendent of each bureau, one of which copies shall be posted by the superintendent, immediately on receipt thereof, in a conspicuous place in his office, subject to the inspection of all persons desiring employment or help, and the other shall be filed in his office for reference.

§ 43. Applicants for help, when to notify superintendent.—If an applicant for help has secured the same, he shall, within ten days thereafter, notify

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

†For statute regulating private employment agencies, see L. 1904, ch. 432, *post*.

the superintendent of the bureau, to which application therefor was made. Such notice shall contain the name and last preceding address of the employees received through such bureau. If any such applicant neglects to so notify such superintendent, he shall be barred from all future rights and privileges of such employment bureau, at the discretion of the commissioner of labor statistics\* to whom the superintendent shall report such neglect.

#### ARTICLE IV.

##### **Convict-Made Goods, and Duties of Commissioner of Labor Statistics\* Relative Thereto.**

##### **Section 50. License for sale of convict-made goods.**

51. Revocation of license.
52. Annual statement of licensee.
53. Labeling and marking of convict-made goods.
54. Duties of commissioner of labor statistics\* relative to violations; fines upon convictions.
55. Article not to apply to goods manufactured for use of state or a municipal corporation.

**Section 50. License for sale of convict-made goods.**—No person or corporation shall sell, or expose for sale, any convict-made goods, wares or merchandise, either by sample or otherwise, without a license therefor. Such license may be obtained upon application in writing to the comptroller, setting forth the residence or post-office address of the applicant, the class of goods desired to be dealt in, the town, village or city, with the street number, if any, at which the business of such applicant is to be located. Such application shall be accompanied with a bond, executed by two or more responsible citizens, or some legally incorporated surety company authorized to do business in this state, to be approved by the comptroller, in the sum of five thousand dollars, and conditioned that such applicant will comply with all the provisions of law, relative to the sale of convict-made goods, wares and merchandise. Such license shall be for a term of one year unless sooner revoked. Such person or corporation shall pay, annually, on or before the fifteenth day of January, the sum of five hundred dollars as a license fee, into the treasury of the state, which amount shall be credited to the maintenance account of the state prisons. Such license shall be kept conspicuously posted in the place of business of such licensee.

Derived from L. 1894, ch. 699, §§ 1-3, 5, 6.

**Products of labor of prisoners in this state not to be sold:** Constitution, Article III, § 29. Sale of convict-made goods (from other states) without a license is a misdemeanor: Penal Code, § 384-b, *post*.

**§ 51. Revocation of license.**—The comptroller may revoke the license of any such person or corporation, upon satisfactory evidence of, or upon conviction for the violation of any statute regulating the sale of convict-made goods, wares or merchandise; such revocation shall not be made until after due notice to the licensee so complained of. For the purpose of this section, the comptroller or any person duly appointed by him, may administer oaths and subpoena witnesses and take and hear testimony.

Derived from L. 1894, ch. 699, § 7.

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).



§ 52. **Annual statement of licensee.**—Each person or corporation so licensed shall, annually, on or before the fifteenth day of January, transmit to the secretary of state a verified statement setting forth:

1. The name of the person or corporation licensed.
2. The names of the persons, agents, wardens or keepers of any prison, jail, penitentiary, reformatory or establishment using convict labor, with whom he has done business, and the name and address of the person or corporation to whom he has sold goods, wares and merchandise, and
3. In general terms, the amount paid to each of such agents, wardens or keepers, for goods, wares or merchandise and the character thereof.

Derived from L. 1894, ch. 699, § 4.

Violation a misdemeanor: Penal Code, § 384-b, *post*.

§ 53. **Labeling and marking convict-made goods.**—All goods, wares and merchandise made by convict labor in a penitentiary, prison, reformatory or other establishment in which convict labor is employed, shall be branded, labeled or marked as herein provided. The brand, label or mark, used for such purposes shall contain, at the head or top thereof, the words "convict-made," followed by the year when, and the name of the penitentiary, prison, reformatory or other establishment in which the article branded, labeled or marked was made.

Such brands, labels and marks shall be printed in plain English lettering, of the style and size known as great primer Roman condensed capitals. A brand or mark shall be used in all cases where the nature of the article will permit and only where such branding or marking is impossible shall a label be used. Such label shall be in the form of a paper tag and shall be attached by wire to each article, where the nature of the article will permit, and shall be placed securely upon the box, crate or other covering in which such goods, wares or merchandise are packed, shipped or exposed for sale.

Such brand, mark or label shall be placed upon the most conspicuous part of the finished article and its box, crate or covering.

No convict-made goods, wares or merchandise shall be sold or exposed for sale without such brand, mark or label.

Derived from L. 1896, ch. 931, §§ 1, 2, which was held unconstitutional (*People v. Hawkins*, 157 N. Y. 1, October, 1898), so far as it required the branding of prison-made goods of other states.

§ 54. **Duties of commissioner of labor statistics\* relative to violations; fines upon convictions.**—The commissioner of labor statistics shall enforce the provisions of this article. If he has reason to believe that any of such provisions are being violated he shall advise the district attorney of the county wherein such alleged violation has occurred of such fact, giving the information in support of his conclusion. The district attorney shall, at once, institute the proper proceedings to compel compliance with this article and secure conviction for such violations.

Upon the conviction of a person or corporation for a violation of this article, one-half of the fine recovered shall be paid and certified by the district attorney to the commissioner of labor statistics,\* who shall use such money in investigating and securing information in regard to violations of this act and in paying the expenses of such conviction.

Derived from L. 1894, ch. 699, §§ 8, 9, and L. 1896, ch. 931, §§ 3, 4.

See also Penal Code, § 384-b, *post*.

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

§ 55. Articles not to apply to goods manufactured for the use of the state or a municipal corporation.—Nothing in this article shall apply to or affect the manufacture in state prisons, reformatories and penitentiaries, and furnishing of articles for the use of the offices, departments and institutions of the state or any political division thereof, as provided by chapter four hundred and twenty-nine of the laws of eighteen hundred and ninety-six.

#### ARTICLE V.

##### Factory, Inspector,\* Assistant and Deputies.

[NOTE.—*The original Factory Inspection Law was ch. 409 of 1886, which was amended by L. 1887, ch. 462; L. 1889, ch. 560; L. 1890, ch. 398; L. 1892, ch. 673; L. 1893, ch. 173; L. 1896, ch. 991, all of which were repealed by chaps. 415 and 416 of the Laws of 1897.*]

##### Section 60. Factory inspector and assistant.

61. Deputies and clerks.
62. General powers and duties of factory inspector.
63. Reports.
64. Badges.
65. Payment of salaries and expenses.
66. Sub-office in New York city.
67. Duties of factory inspector relative to apprentices.

Section 60. Factory inspector\* and assistant.—There shall continue to be a factory inspector and assistant factory inspector, who shall be appointed by the governor, by and with the advice and consent of the senate. The term of office of each shall be three years. The term of office of the successor[s] of the factory inspector and assistant factory inspector in office when this chapter takes effect shall be abridged so as to expire on the last day of December preceding the time when each such term would otherwise expire, and thereafter each such term shall begin on the first day of January. There shall be paid to the factory inspector an annual salary of three thousand dollars, and to the assistant factory inspector an annual salary of two thousand five hundred dollars.

This section was rendered obsolete by L. 1901, ch. 9, *ante*, of which sections 2 and 4 abolish the offices of Factory Inspector and Assistant Factory Inspector and devolve the duties of the former upon the Commissioner of Labor.

§ 61: Deputies and clerks.—The factory inspector\* may appoint from time to time, not more than fifty persons as deputy factory inspectors, not more than ten of whom shall be women, and who may be removed by him at any time. Each deputy inspector shall receive an annual salary of one thousand two hundred dollars. The factory inspector\* may designate six or more of such deputies to inspect the buildings and rooms occupied and used as bakeries and to enforce the provisions of this chapter relating to the manufacture of flour or meal food products. One of such deputies shall have a knowledge of mining, whose duty it shall be, under the direction of the factory inspector, to inspect mines and quarries and to enforce the provisions of this chapter relating thereto. The factory inspector\* may appoint one or more of such deputies to act as clerk in his principal office. [*As amended by L. 1899, ch. 192.*]

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

§ 62. **General powers and duties of factory inspector.\***—The factory inspector\* may divide the state into districts, assign one or more deputy inspectors to each district, and may, in his discretion, transfer them from one district to another.

The factory inspector\* shall visit and inspect, or cause to be visited and inspected, the factories, during reasonable hours, as often as practicable, and shall cause the provisions of this chapter to be enforced therein and prosecute all persons violating the same.

Any lawful municipal ordinance,<sup>1</sup> by-law or regulation relating to factories or their inspection, in addition to the provisions of this chapter and not in conflict therewith, shall be observed and enforced by the factory inspector.\*

The factory inspector,\* assistant and each deputy may administer oaths and take affidavits in matters relating to the enforcement of the provisions of this chapter.

No person shall interfere with, obstruct or hinder, by force or otherwise, the factory inspector,\* assistant factory inspector<sup>2</sup> or deputies while in the performance of their duties, or refuse to properly answer questions asked by such officers pertaining to the provisions of this chapter.

All notices, orders and directions of assistants or deputy factory inspectors given in accordance with this chapter are subject to the approval of the factory inspector.<sup>3</sup>

<sup>1</sup> With the possible exception of New York City ordinances (*City of New York v. Trustees of Sailors' Snug Harbor*, 85 App. Div. 355, aff'd, 180 N. Y. 527, mem., and opinion by Attorney-General, January 16, 1904).

<sup>2</sup> Office abolished by L. 1901, ch. 9, § 4, *ante*.

<sup>3</sup> In the present organization of the Department of Labor, the Bureau of Factory Inspection (the head of which is the First Deputy Commissioner of Labor) is charged with the enforcement of Articles I, IV, V, VI, VII, VIII and IX of the Labor Law.

§ 63. **Reports.**—The factory inspector\* shall report annually to the legislature in the month of January. The assistant factory inspector and each deputy shall report to the factory inspector,\* from time to time, as he may require.

§ 64. **Badges.**—The factory inspector\* may procure and cause to be used, badges for himself, his assistant and deputies, while in the performance of their duties, the cost of which shall be a charge upon the appropriation made for the use of the department.

§ 65. **Payment of salaries and expenses.**—All necessary expenses incurred by the factory inspector\* in the discharge of his duties, shall be paid by the state treasurer upon the warrant of the comptroller, issued upon proper vouchers therefor. The reasonable necessary traveling and other expenses of the assistant factory inspector and deputy factory inspectors, while engaged in the performance of their duties, shall be paid in like manner upon vouchers approved by the factory inspector and audited by the comptroller. All such expenses and the salaries of the factory inspector,\* assistant and deputies shall be payable monthly. [*As amended by L. 1899, ch. 192.*]

§ 66. **Sub-office in New York city.**—The factory inspector\* may establish and maintain a sub-office in the city of New York, if, in his opinion, the duties of his office demand it. He may designate one or more of the deputy factory inspectors to take charge of and manage such office, subject to his direction. The reasonable and necessary expenses of such office shall be paid, as are other expenses of the factory inspector.

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

§ 67. Duties of factory inspector\* relative to apprentices.—The factory inspector,\* his assistant and deputies shall enforce the provisions of the domestic relations law, relative to indentures of apprentices, and prosecute employers for failure to comply with the provisions of such indentures and of such law in relation thereto.

Source.—L. 1871, ch. 934, last sentence of § 3, as inserted by L. 1888, ch. 437. The remainder of the section was incorporated in the Domestic Relations Law (L. 1896, ch. 272, p. 173, *post*).

## ARTICLE VI.

### Factories.

[NOTE.—The Penal Code, § 384-1, *post*, makes it a misdemeanor to violate or refuse to comply with the provisions of this article, which are to be strictly construed. (*Murphy v. Bennett*, 11 App. Div. 298.)]

#### Section 70. Employment of minors.

71. Employment certificate, how issued.
72. Contents of certificate.
73. School record, what to contain.
- [74. Vacation certificates. *Repealed*.]
75. Report of certificates issued.
76. Registry of children employed.
77. Hours of labor of minors and women.
78. Change of hours of labor of minors and women.
79. Enclosure and operation of elevators and hoisting shafts; inspection.
80. Stairs and doors.
81. Protection of employees operating machinery.
82. Fire escapes.
83. Factory inspector\* may order erection of fire escapes.
84. Walls and ceilings.
85. Size of rooms.
86. Ventilation.
87. Accidents to be reported.
88. Wash-room and water-closets.
89. Time allowed for meals.
90. Inspection of factory buildings.
91. Inspection of boilers in factories. *Added in 1899*.
92. Laundries. *Added in 1901*.
93. Employment of women and children at polishing or buffing. *Added in 1899*.

§ 70. Employment of minors.—No child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any factory in this state. No child between the ages of fourteen and sixteen years shall be so employed, permitted or suffered to work unless an employment certificate issued as provided in this article shall have been theretofore filed in the office of the employer at the place of employment of such child. [*As amended by L. 1903, ch. 184*.]

Derived from L. 1886, ch. 409, § 2, as amended by L. 1887, ch. 462; L. 1889, ch. 560; L. 1892, ch. 673, and L. 1896, ch. 991. Compare the Compulsory Education Law (L. 1874, ch. 421, as amended; pages 127-132, *post*).

The prohibition is absolute; lack of intent or knowledge not a defense (opinion of Attorney-General, January 16, 1905; *City of New York v. Chelsea Jute Mills*, 43 Misc. 266, where it was held, March 24, 1904, that ignorance of the child's age and an honest belief on the part of the employer that it was over age, was no defense).

Violation is a misdemeanor (Penal Code, § 384-1, *post*) and *prima facie* evidence of negligence on the part of an employer in an action against him: *Marino v. Lehmaier*, 173 N. Y. 530; *Sitts v. Waiontha Co.*, 94 App. Div. 38; but some qualification and doubt as to this proposition are expressed in the latter case.

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

The section does not apply to children employed in fields adjacent to canning factories, nor to sheds unconnected with such factories (opinion of Attorney-General, September 22, 1905.)

§ 71. **Employment certificate[.] how issued.**—Such certificate shall be issued by the commissioner of health or the executive officer of the board or department of health of the city, town or village where such child resides, or is to be employed, or by such other officer thereof as may be designated by such board, department or commissioner for that purpose, upon the application of the parent or guardian or custodian\* of the child desiring such employment. Such officer shall not issue such certificate until he has received, examined, approved, and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics or other officer charged with the duty of recording births, shall be conclusive evidence of the age of such child. (3) The affidavit† of the parent or guardian or custodian of a child, which shall be required, however, only in case such last-mentioned transcript of the certificate of birth be not produced and filed, showing the place and date of birth of such child; which affidavit must be taken before the officer issuing the employment certificate, who is hereby authorized and required to administer such oath, and who shall not demand or receive a fee therefor. In case it shall appear to the satisfaction of the officer to whom application is made, as herein provided, for an employment certificate, that a child for whom such certificate is requested and who has presented the school record and affidavit above provided for, is in fact over fourteen years of age and that satisfactory documentary evidence of such age can be produced which does not fall within any of the provisions of subdivision two of this section, and that none of the papers mentioned in said subdivision exists or can be produced, then and not otherwise he shall present to the board of health of which he is an officer, or agent for its action thereon, a statement signed by him showing such facts, together with such affidavits or papers as may have been produced before him constituting such evidence of the age of such child, and the board of health, at a regular meeting thereof, may then, in its discretion, in a proper case, by resolution, provide that such evidence of age shall be fully entered on the minutes of such board and shall be received in place of the papers specified and required by subdivision two of this section. On due proof, in like manner, that a child who is a graduate of a public school of the state of New York or elsewhere having a course of not less than eight years, or of a school in the state of New York other than a public school, having a substantially equivalent course of study of not less than eight years duration, and in which a record of the attendance of such child has been kept as required by the compulsory education law, and who produces and files a certificate of graduation duly issued to him therefrom, and who is recorded in the school records as

\* Section 4 of chapter 184 of 1903 provides: "The word custodian as used in this act shall include any person, organization or society having the custody of said child."

† The parent's affidavit is not a legal substitute for the documents specified in subd. 2 above, one of which must be furnished in every case (opinion of the Attorney-General, September 24, 1903.).

fourteen years of age, is unable to further produce the evidence of age required by subdivision two of this article, the board may, by resolution, permit the issuance to such child of an employment certificate and dispense with such evidence of age as is in said subdivision provided. Such employment certificate shall not be issued until such child farther has personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age, and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued. [*As amended by L. 1903, ch. 184, and L. 1905, ch. 518.*]

See notes to section 70; cf., also sections 3 and 5 of the Compulsory Education Law, page 127, *post*.

An amendment to the Penal Code, § 384-1, subd. 5, *post*, makes it a misdemeanor to make a false statement in relation to an application for an employment certificate. ||

§ 72. Contents of certificate.—Such certificate shall state the date and place of birth of the child, and describe the color of the hair and eyes, the height and weight and any distinguishing facial marks of such child, and that the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined. [*As amended by L. 1903, ch. 184.*]

§ 73. School record, what to contain.—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished, on demand, to a child entitled thereto or to the board, department or commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto or parochial schools for not less than one hundred and thirty days during the school year previous to his arriving at the age of fourteen years or during the year previous to applying for such school record and is able to read and write simple sentences in the English language, and has received during such period instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parent or guardian or custodian. [*As amended by L. 1903, ch. 184.*]

[§ 74. Vacation certificates.

Repealed by L. 1903, ch. 184, § 3. A similar provision as to mercantile establishments still remains in section 166.]

§ 75. Report of certificates issued.—The board or department of health or health commissioner of a city, village or town, shall transmit, between the first and tenth day of each month, to the office of the factory inspector\* a list of the names of the children to whom certificates have been issued.

§ 76. Registry of children employed.—Each person owning or operating a factory and employing children therein shall keep, or cause to be kept in the

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

office of such factory, a register, in which shall be recorded the name, birth-place, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificate filed in such office shall be produced for inspection upon the demand of the commissioner of labor. On termination of the employment of a child so registered, and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian or custodian. The commissioner of labor may make demand on an employer in whose factory a child apparently under the age of sixteen years is employed or permitted or suffered to work, and whose employment certificate is not then filed as required by this article, that such employer shall either furnish him within ten days, evidence satisfactory to him that such child is in fact over sixteen years of age, or shall cease to employ or permit or suffer such child to work in such factory. The commissioner of labor may require from such employer the same evidence of age of such child as is required on the issuance of an employment certificate; and the employer furnishing such evidence shall not be required to furnish any further evidence of the age of the child. A notice embodying such demand may be served on such employer personally or may be sent by mail addressed to him at said factory, and if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post. When the employer is a corporation such notice may be served either personally upon an officer of such corporation, or by sending it by post addressed to the office or the principal place of business of such corporation. The papers constituting such evidence of age furnished by the employer in response to such demand shall be filed with the commissioner of labor and a material false statement made in any such paper or affidavit by any person, shall be a misdemeanor. In case such employer shall fail to produce and deliver to the commissioner of labor within ten days after such demand such evidence of age herein required by him, and shall thereafter continue to employ such child or permit or suffer such child to work in such factory, proof of the giving of such notice and of such failure to produce and file such evidence shall be prima facie evidence in any prosecution brought for a violation of this article that such child is under sixteen years of age and is unlawfully employed. [As amended by L. 1903, ch. 184, and L. 1905, ch. 493.]

§ 77. Hours of labor of minors and women.—No minor under the age of sixteen years shall be employed, permitted or suffered to work in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day, or for more than nine hours in any one day. No minor under the age of eighteen years, and no female shall be employed, permitted or suffered to work in any factory in this state before six o'clock in the morning, or after nine o'clock in the evening of any day; or for more than ten hours in any one day except to make a shorter work day on the last day of the week; or for more than sixty hours in any one week, or more hours in any one week than will make an average of ten hours per day for the whole number of days so worked. A printed notice, in a form which shall be prescribed and furnished by the commissioner of labor, stating the number of hours per day for each day of the week required of such persons, and the time when such work shall begin and end, shall be kept posted in a conspicuous place in each room where they are employed. But such persons may begin their work after the time for beginning and stop before the time for ending such work, mentioned in such notice, but they shall not otherwise be employed, permitted or suffered

to work in such factory except as stated therein. The terms of such notice shall not be changed after the beginning of labor on the first day of the week without the consent of the commissioner of labor. The presence of such persons at work in the factory at any other hours than those stated in the printed notice shall constitute *prima facie* evidence of a violation of this section of the law. [As amended by L. 1899, ch. 192, and L. 1903, ch. 184.]

Compare section 161, *post*.

§ 78. Change of hours of labor of minors and women.—When in order to make a shorter work day on the last day of the week, a minor over sixteen and under eighteen years of age, or a female sixteen years of age or upwards, is to be required or permitted to work in a factory more than ten hours in a day, the employer of such persons shall notify the commissioner of labor in writing, of such intention, stating the number of hours of labor per day, which it is proposed to require or permit, and the time when it is proposed to cease such requirement or permission; a similar notification shall be made when such requirement or permission has actually ceased. A record of the names of the employees thus required or permitted to work overtime, with the amount of such overtime, and the days upon which such work was performed, shall be kept in the office of such factory, and produced upon the demand of the commissioner of labor. [As amended by L. 1899, ch. 192, and L. 1903, ch. 184.]

§ 79. Enclosure and operation of elevators and hoisting shafts; inspection.—If, in the opinion of the factory inspector,\* it is necessary to protect the life or limbs of factory employees, the owner, agent or lessee of such factory where an elevator, hoisting shafts, or well hole is used, shall cause, upon written notice from the factory inspector,\* the same to be properly and substantially enclosed, secured or guarded, and shall provide such proper traps or automatic doors so fastened in or at all elevator ways, except passenger elevators enclosed on all sides, as to form a substantial surface when closed and so constructed as to open and close by action of the elevator in its passage either ascending or descending. The factory inspector\* may inspect the cable, gearing or other apparatus of elevators in factories and require them to be kept in a safe condition.

No child under the age of fifteen years shall be employed or permitted to have the care, custody or management of or to operate an elevator in a factory, nor shall any person under the age of eighteen years be employed or permitted to have the care, custody or management of or to operate an elevator therein running at a speed of over two hundred feet a minute.

Derived from L. 1887, ch. 462, § 2, as amended by L. 1890, ch. 398, § 6, and L. 1892, ch. 673, §§ 3, 4.

Violation a misdemeanor (Penal Code, § 384-1, subd. 1, *post*), also evidence of negligence (Freeman v. Glens Falls P. M. Co., 61 Hun, 125). Non-compliance does not relieve employee from contributory negligence. (McRickard v. Flint, 114 N. Y. 222.)

§ 80. Stairs and doors.—Proper and substantial hand rails shall be provided on all stairways in factories. The steps of such stairs shall be covered with rubber, securely fastened thereon, if in the opinion of the factory inspector\* the safety of the employees would be promoted thereby. The stairs shall be properly screened at the sides and bottom. All doors leading in or to any such factory shall be so constructed as to open outwardly where practicable, and shall not be locked, bolted or fastened during working hours.

Derived from L. 1887, ch. 462, § 3, as amended by L. 1890, ch. 398, § 7, and L. 1892, ch. 673, § 5. For penalty see Penal Code, § 384-1, subd. 1.

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).



§ 81. Protection of employees operating machinery.—The owner or person in charge of a factory where machinery is used, shall provide, in the discretion of the commissioner of labor, belt shifters or other mechanical contrivances for the purpose of throwing on or off belts on pulleys. Whenever practicable, all machinery shall be provided with loose pulleys. All vats, pans, saws, planers, cogs, gearing, belting, shafting, set-screws and machinery, of every description, shall be properly guarded. No person shall remove or make ineffective any safeguard around or attached to machinery, vats or pans, while the same are in use, unless for the purpose of immediately making repairs thereto, and all such safeguards so removed shall be promptly replaced. Exhaust fans of sufficient power shall be provided for the purpose of carrying off dust from emery wheels, grind stones and other machinery creating dust. If a machine or any part thereof is in a dangerous condition or is not properly guarded, the use thereof may be prohibited by the commissioner of labor and a notice to that effect shall be attached thereto. Such notice shall not be removed until the machine is made safe and the required safeguards are provided, and in the meantime such unsafe or dangerous machinery shall not be used. When in the opinion of the commissioner of labor it is necessary, the workrooms, halls and stairs leading to the workrooms shall be properly lighted, and in cities of the first class, if deemed necessary by the commissioner of labor, a proper light shall be kept burning by the owner or lessee in the public hallways near the stairs upon the entrance floor and upon the other floors on every work day in the year, from the time when the building is opened for use in the morning until the time it is closed in the evening, except at times when the influx of natural light shall make artificial light unnecessary. Such lights to be independent of the motive power of such factory. No male person under eighteen years or woman under twenty-one years of age shall be permitted or directed to clean machinery while in motion. Children under sixteen years of age shall not be permitted to operate or assist in operating dangerous machines of any kind. [*As amended by L. 1899, ch. 192, and L. 1904, ch. 291.*]

Derived from L. 1887, ch. 462, § 4, as amended by L. 1889, ch. 560, § 6, L. 1890, ch. 398, § 10, and L. 1892, ch. 673, § 8.

An employee may assume the obvious risks of a non-compliance with the provisions of the section, in which event the employer will not be liable in an action for damages on account of accidental injuries (*Knisley v. Pratt*, 148 N. Y. 372; *Huff v. American Fire Engine Co.*, 88 App. Div. 324; *Sitts v. Walontha Co.*, 44 *id.* 38; *Klein v. Garvey*, 94 *id.* 183). But children may not assume the obvious risks of a violation of the last clause, which constitutes *prima facie* evidence of negligence: *Gallenkamp v. Garvin Machine Co.*, 179 N. Y. 588 (mem. reversing 91 App. Div. 141, on dissenting opinion below).

In absence of direction of factory inspector, failure to supply guards is not violation (*Knisley v. Pratt*, 75 Hun, 323).

§ 82. Fire escapes.—Such fire escapes as may be deemed necessary by the factory inspector\* shall be provided on the outside of every factory in this state consisting of three or more stories in height. Each escape shall connect with each floor above the first, and shall be of sufficient strength, well fastened and secured, and shall have landings or balconies not less than six feet in length and three feet in width, guarded by iron railings not less than three feet in height, embracing at least two windows at each story and connected with the interior by easily accessible and unobstructed openings. The bal-

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

conies or landings shall be connected by iron stairs, not less than eighteen inches wide, with steps of not less than six inches tread, placed at a proper slant and protected by a well-secured hand-rail on both sides, and shall have a drop ladder not less than twelve inches wide reaching from the lower platform to the ground.

The windows or doors to the landing or balcony of each fire escape shall be of sufficient size and located as far as possible, consistent with accessibility, from the stairways and elevator hatchways or openings, and a ladder from such fire escape shall extend to the roof. Stationary stairs or ladders shall be provided on the inside of every factory from the upper story to the roof, as a means of escape in case of fire.

Derived from L. 1887, ch. 462, § 4, as amended by L. 1889, ch. 560, § 5, L. 1890, ch. 398, § 8, and L. 1892, ch. 673, § 6.

Penalty for non-compliance, see Penal Code, § 384-1, subd. 1. Liability: *Pauley v. Steam G. & L. Co.*, 66 St. Rep. 276; *Johnson v. Steam Gauge & L. Co.*, 146 N. Y. 152.

§ 83. **Factory inspector\*** may order erection of fire escapes.—Any other plan or style of fire escape shall be sufficient if approved in writing by the factory inspector.\* If there is no fire escape, or the fire escape in use is not approved by the factory inspector,\* he may, by a written order served upon the owner, proprietor or lessee of any factory, or the agent or superintendent thereof, or either of them, require one or more fire escapes to be provided therefor, at such locations and of such plan and style as shall be specified in such order.

Within twenty days after the service of such order, the number of fire escapes required therein, shall be provided, each of which shall be of the plan and style specified in the order, or of the plan and style described in the preceding section.

Derived from L. 1889, ch. 560, § 5, as amended by L. 1890, ch. 398, and L. 1892, ch. 673.

In New York City (boroughs of Manhattan, the Bronx and Brooklyn), jurisdiction over the subject of fire escapes is vested exclusively in the local superintendents of buildings: *City of N. Y. v. Trustees of Sailors' Snug Harbor*, 85 App. Div. 355; *aff'd*, 180 N. Y. 527 (mem). See also opinion of the Attorney-General, January 16, 1904 (Third General Report of the Department of Labor, p. 121).

§ 84. **Walls and ceilings.**—The walls and ceilings of each work room in a factory shall be lime washed or painted when, in the opinion of the factory inspector,\* it will be conducive to the health or cleanliness of the persons working therein.

§ 85. **Size of rooms.**—No more employees shall be required or permitted to work in a room in a factory between the hours of six o'clock in the morning and six o'clock in the evening than will allow to each of such employees, not less than two hundred and fifty cubic feet of air space; and, unless by a written permit of the factory inspector,\* not less than four hundred cubic feet for each employee, so employed between the hours of six o'clock in the evening and six o'clock in the morning, provided such room is lighted by electricity at all times during such hours, while persons are employed therein.

§ 86. **Ventilation.**—The owner, agent or lessee of a factory shall provide, in each work-room thereof, proper and sufficient means of ventilation; in case of failure the factory inspector\* shall order such ventilation to be provided. Such owner, agent or lessee shall provide such ventilation within twenty days

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

after the service upon him of such order, and in case of failure, shall forfeit to the people of the state, ten dollars for each day after the expiration of such twenty days, to be recovered by the factory inspector,\* in his name of office.

Sections 84-86 were added to the original Factory Law by L. 1892, ch. 673.

§ 87. **Accidents to be reported.**—The person in charge of any factory shall report in writing to the factory inspector\* all accidents or injuries sustained by any person therein, within forty-eight hours after the time of the accident, stating as fully as possible the extent and cause of the injury, and the place where the injured person has been sent, with such other information relative thereto as may be required by the factory inspector\* who may investigate the cause of such accident, and require such precautions to be taken as will, in his judgment, prevent the recurrence of similar accidents.

Derived from L. 1887, ch. 462, as amended by L. 1890, ch. 398, § 8, and L. 1892, ch. 673, § 7.

*Cf.* section 126, *post*; also section 159 of the Railroad Law.

§ 88. **Wash-room and water-closets.**—Every factory shall contain a suitable, convenient and separate water-closet or water-closets for each sex, which shall be properly screened, ventilated, and kept clean and free from all obscene writing or marking; and also, a suitable and convenient wash-room. The water-closets used by women shall have separate approaches. Inside closets shall be maintained whenever practicable and in all cases when required by the commissioner of labor. When women or girls are employed, a dressing-room shall be provided for them, when required by the commissioner of labor. [*As amended by L. 1901, ch. 306.*]

Derived from L. 1887, ch. 462, § 4, as amended.

§ 89. **Time allowed for meals.**—In each factory at least sixty minutes shall be allowed for the noon-day meal, unless the factory inspector\* shall permit a shorter time. Such permit must be in writing and conspicuously posted in the main entrance of the factory, and may be revoked at any time. Where employees are required or permitted to work overtime for more than one hour after six o'clock in the evening, they shall be allowed at least twenty minutes to obtain a lunch, before beginning to work overtime.

Derived from L. 1887, ch. 462, as amended.

§ 90. **Inspection of factory buildings.**—The factory inspector,\* or other competent person designated by him, upon request, shall examine any factory outside of the cities of New York and Brooklyn, to determine whether it is in a safe condition. If it appears to him to be unsafe, he shall immediately notify the owner, agent or lessee thereof, specifying the defects, and require such repairs and improvements to be made as he may deem necessary. If the owner, agent or lessee shall fail to comply with such requirement, he shall forfeit to the people of the state the sum of fifty dollars, to be recovered by the factory inspector\* in his name of office.

Derived from L. 1892, ch. 673.

§ 91. **Inspection of boilers in factories.** All boilers used for generating steam or heat for factory purposes shall be kept in good order, and the owner, agent[,] manager or lessee of such factory shall have such boilers inspected by a competent person approved by the factory inspector, once in six months, and shall file a certificate showing the result thereof in such factory office and a duplicate thereof in the office of the factory inspector.\* Each boiler or

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

nest of boilers used for generating steam or heat for factory purposes shall be provided with a proper safety-valve and with steam and water gauges, to show, respectively the pressure of steam and the height of water in the boilers. Every boiler house in which a boiler or nest of boilers is placed, shall be provided with a steam gauge properly connected with the boilers, and another steam gauge shall be attached to the steam pipe in the engine house, and so placed that the engineer or fireman can readily ascertain the pressure carried. Nothing in this section shall apply to boilers in factories which are regularly inspected by competent inspectors acting under the authority of local laws or ordinances. [*Added by L. 1899, ch. 192.*]

For annual inspection of boilers in New York City, see section 342 of the charter, *post*, p. 185.

Inspection of boilers on steamboats is provided for by sections 5-6 of the Navigation Law (L. 1897, ch. 592, as amended by L. 1903, ch. 420).

Locomotive boiler inspection, see Railroad Law, section 49a, *post*, p. 166.

§ 92. **Laundries.**—A shop, room or building where one or more persons are employed in doing public laundry work by way of trade or for purposes of gain is a factory within the meaning of this chapter, and shall be subject to the visitation and inspection of the factory inspector,\* and the provisions of this chapter in the same manner as any other factory. No such public laundry work shall be done in a room used for a sleeping or living room. All such laundries shall be kept in a clean condition and free from vermin and all impurities of an infectious or contagious nature. This section shall not apply to any female engaged in doing custom laundry work at her home for a regular family trade. [*Added by L. 1901, ch. 477.*]

§ 93. **Employment of women and children at polishing or buffing.**—No male child under the age of eighteen years, nor any female, shall be employed in any factory in this state in operating or using any emery, tripoli, rouge, corundum, stone, carborundum or any abrasive, or emery polishing or buffing wheel, where articles of the baser metals or of iridium are manufactured. The owner, agent or lessee of a factory who employs any such person in the performance of such work is guilty of a misdemeanor and upon conviction thereof shall be fined the sum of fifty dollars for each such violation. The commissioner of labor, his assistants and deputies, shall enforce the provisions of this section. [*Added by L. 1899, ch. 375, renumbered by L. 1901, ch. 478, amended and renumbered by L. 1903, ch. 561.*]

## ARTICLE VII.

### Tenement-Made Articles.

[NOTE.—This article is derived from L. 1892, ch. 673, as amended by L. 1893, ch. 173, and L. 1896, ch. 991. It was substantially rewritten in 1899, and again in 1904. An earlier statute (L. 1884, ch. 272), which attempted to prohibit the manufacture of cigars in tenements, was declared unconstitutional (*Matter of Jacobs*, 98 N. Y. 98). Violation is a misdemeanor (Penal Code, § 384-1, subd. 2, *post*). "Tenement house" is defined in sec. 2, *ante*.]

Section 100. Manufacturing, altering, repairing or finishing articles in tenements.

101. Register of persons to whom work is given.

102. Goods unlawfully manufactured to be labeled.

103. Powers and duties of boards of health relative to tenement-made articles.

104. Inspection of articles manufactured in other states. *Added in 1899.*

105. Owners of tenement and dwelling houses not to permit the unlawful use thereof. *Originally § 104.*

106. Copy of articles to be posted. *Originally § 105.*

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

**§ 100. Manufacturing, altering, repairing or finishing articles in tenements.—**

No tenement house nor any part thereof shall be used for the purpose of manufacturing, altering, repairing or finishing therein, any coats, vests, kneepants, trousers, overalls, cloaks, hats, caps, suspenders, jerseys, blouses, dresses, waists, waistbands, underwear, neckwear, furs, fur trimmings, fur garments, skirts, shirts, aprons, purses, pocketbooks, slippers, paper boxes, paper bags, feathers, artificial flowers, cigarettes, cigars or umbrellas, without a license therefor as provided in this article. But nothing herein contained shall apply to collars, cuffs, shirts or shirt waists made of cotton or linen fabrics that are subjected to the laundrying process before being offered for sale. Application for such a license shall be made to the commissioner of labor by the owner of such tenement house, or by his duly authorized agent. Such application shall describe the house by street number or otherwise, as the case may be, in such manner as will enable the commissioner of labor easily to find the same; it shall also state the number of apartments in such house; it shall contain the full name and address of the owner of the said house, and shall be in such form as the commissioner of labor may determine. Blank applications shall be prepared and furnished by the commissioner of labor. Upon receipt of such application the commissioner of labor shall consult the records of the local health department or board, or other appropriate local authority charged with the duty of sanitary inspection of such houses; if such records show the presence of any infectious, contagious or communicable disease, or the existence of any uncomplained with orders or violations which indicate the presence of unsanitary conditions in such house, the commissioner of labor, may, without making an inspection of the building, deny such application for a license, and may continue to deny such application until such time as the records of said department, board or other local authority show that the said tenement house is free from the presence of infectious, contagious or communicable disease, and from all unsanitary conditions. Before, however, any such license is granted, an inspection of the building sought to be licensed must be made by the commissioner of labor, and a statement must be filed by him as a matter of public record, to the effect that the records of the local health department or board or other appropriate authority charged with the duty of sanitary inspection of such houses, show the existence of no infectious, contagious or communicable disease nor of any unsanitary conditions in the said house; such statement must be dated and signed in ink with the full name of the employee responsible therefor. A similar statement similarly signed, showing the results of the inspection of the said building must also be filed in the office of the commissioner of labor before any license is granted. If the commissioner of labor ascertain that such building is free from infectious, contagious or communicable disease, that there are no defects of plumbing that will permit the free entrance of sewer air, that such building is in a clean and proper sanitary condition and that the articles specified in this section may be manufactured therein under clean and healthful conditions, he shall grant a license permitting the use of such building, for the purpose of manufacturing, altering, repairing or finishing such articles. Such license shall be framed, such frame to be furnished by the commissioner of labor upon receipt by him of one dollar for which a receipt in writing shall be given, and shall be posted by the owner in a conspicuous place in the public hallway on the entrance floor of the building to which it relates. It may be revoked by the commissioner of labor if the health of the community or of the employees

requires it, or if the owner of the said tenement house, or his duly authorized agent fails to comply with the orders of the commissioner of labor within ten days after the receipt of such orders, or if it appears that the building to which such license relates is not in a healthy and proper sanitary condition. In every case where a license is revoked or denied by the commissioner of labor the reasons therefor shall be stated in writing, and the records of such revocation or denial shall be deemed public records. Where a license is revoked, before such tenement house can again be used for the purposes specified in this section, a new license must be obtained, as if no license had previously existed. Every tenement house and all the parts thereof in which any of the articles named in this section are manufactured, altered, repaired or finished shall be kept in a clean and sanitary condition and shall be subject to inspection and examination by the commissioner of labor, for the purpose [of] ascertaining whether said garments or articles or part or parts thereof, are clean and free from vermin and every matter of an infectious or contagious nature. An inspection shall be made by the commissioner of labor of each licensed tenement house not less than once in every six months, to determine its sanitary condition, and shall include all parts of such house and the plumbing thereof. Before making such inspection the commissioner of labor may consult the records of the local department or board charged with the duty of sanitary inspection of tenement houses, to determine the frequency of orders issued by such department or board in relation to the said tenement house, since the last inspection of such building was made by the commissioner of labor. Whenever the commissioner of labor finds any unsanitary condition in a tenement house for which a license has been issued as provided in this section, he shall at once issue an order to the owner thereof directing him to remedy such condition forthwith. Whenever the commissioner of labor finds any of the articles specified in this section manufactured, altered, repaired or finished, or in process thereof, in a room or apartment of a tenement house, and such room or apartment is in a filthy condition, he shall notify the tenants thereof to immediately clean the same, and to maintain it in a cleanly condition at all times; where the commissioner of labor finds such room or apartment to be habitually kept in a filthy condition, he may in his discretion cause to be affixed to the entrance door of such apartment a placard calling attention to such facts and prohibiting the manufacture, alteration, repair or finishing of said articles therein. No person, except the commissioner of labor, shall remove or deface any such placard so affixed. None of the articles specified in this section shall be manufactured, altered, repaired or finished in any room or apartment of a tenement house, where there is or has been a case of infectious, contagious or communicable disease in such room or apartment, until such time as the local department or board of health shall certify to the commissioner of labor that such disease has terminated, and that the said room or apartment has been properly disinfected, if disinfection after such disease is required by the local ordinances, or by the rules or regulations of such department or board. None of the articles specified in this section shall be manufactured, altered, repaired, or finished in a part of a cellar or basement of a tenement house, which is more than one-half of its height below the level of the curb or ground outside of or adjoining the same. No person shall hire, employ or contract with and† person to manufacture, alter, repair or finish any of the articles named in this section in any room or apartment

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†So in original; intended for "any."

in any tenement house not having a license therefor issued as aforesaid. None of the articles specified in this section shall be manufactured, altered, repaired or finished in any room or apartment of a tenement house by any person other than the members of the family living therein, which shall include a husband and wife and their children, or the children of either. Nothing in this section contained shall prevent the employment of a tailor or seamstress by any person or family for the purpose of making, altering, repairing or finishing any article of wearing apparel for the use of such person or family. [*As amended by L. 1899, ch. 191, and L. 1904, ch. 550.*]

§ 101. Register of persons to whom work is given.—Persons contracting for the manufacturing, altering, repairing or finishing of any of the articles mentioned in section one hundred of this act or giving out material from which they or any part of them are to be manufactured, altered, repaired or finished, shall keep a register of the names and addresses plainly written in English of the persons to whom such articles or materials are given to be so manufactured, altered, repaired or finished or with whom they have contracted to do the same. It shall be incumbent upon all persons contracting for the manufacturing, altering, repairing or finishing of any of the articles specified in section one hundred of this act, or giving out material from which they or any part of them are to be manufactured, altered, repaired or finished, before giving out the same to ascertain from the office of the commissioner of labor whether the tenement house in which such articles or materials are to be manufactured, altered, repaired or finished, is licensed as provided in this act, and also to ascertain from the local department or board of health the names and addresses of all persons then sick of any infectious, contagious or communicable disease, and residing in tenement houses; and none of the said articles nor any material from which they or any part of them are to be manufactured, altered, repaired or finished shall be given out or sent to any person residing in a tenement house that is not licensed as provided in this act, or to any person residing in a room or apartment in which there exists any infectious, contagious or communicable disease. The register mentioned in this section shall be subject to inspection by the commissioner of labor, and a copy thereof shall be furnished on his demand as well as such other information as he may require. [*As amended by L. 1899, ch. 191, and L. 1904, ch. 550.*]

§ 102. Goods unlawfully manufactured to be labeled.—Articles manufactured, altered, repaired or finished contrary to the provisions of section one hundred of this chapter shall not be sold or exposed for sale by any person. The factory inspector\* shall conspicuously affix to any such article found to be unlawfully manufactured, altered, repaired or finished a label containing the words "tenement-made" printed in small pica capital letters on a tag not less than four inches in length. The factory inspector\* shall notify the person owning or alleging to own such article that he has so labeled it. No person, except the factory inspector, shall remove or deface any tag or label so affixed. [*As amended by L. 1899, ch. 191.*]

§ 103. Powers and duties of boards of health relative to tenement-made articles.—If the commissioner of labor finds evidence of disease present in a workshop or in a room or apartment in a tenement house or dwelling house, in which any of the articles named in section one hundred of this chapter are manufactured, altered, repaired or finished or in process thereof, he shall

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

affix to such articles the label prescribed in the preceding section, and immediately report to the local board of health, who shall disinfect such articles, if necessary, and thereupon remove such label. If the commissioner of labor finds that infectious or contagious diseases exist in a workshop, room or apartment of a tenement or dwelling house in which any of the articles specified in section one hundred of this chapter, are being manufactured, altered, repaired or finished, or that articles manufactured or in process of manufacture therein are infected or that goods used therein are unfit for use, he shall report to the local board of health. The local health department or board in every city, town and village whenever there is any infectious, contagious or communicable disease in a tenement house shall cause an inspection of such tenement house to be made within forty-eight hours. If any of the articles specified in section one hundred of this act are found to be manufactured, altered, repaired or finished, or in process thereof in an apartment in which such disease exists, such board shall issue such order as the public health may require, and shall at once report such facts to the commissioner of labor, furnishing such further information as he may require. Such board may condemn and destroy all such infected article or articles manufactured or in the process of manufacture under unclean or unhealthful conditions. The local health department or board or other appropriate authority charged with the duty of sanitary inspection of such houses, in every city, town and village shall, when so requested by the commissioner of labor, furnish copies of its records as to the presence of infectious, contagious or communicable disease, or of unsanitary conditions in said houses; and shall furnish such other information as may be necessary to enable the commissioner of labor to carry out the provisions of this act. [*As amended by L. 1899, ch. 191, and L. 1904, ch. 550.*]

With this section is to be compared section 28 of the Public Health Law (L. 1893, ch. 661), which reads as follows:

**Section 28. Manufactures in tenement houses and dwellings.**—No room or apartment in a tenement or dwelling house, used for eating or sleeping purposes, shall be used for the manufacture, wholly or partly, of coats, vests, trousers, knee-pants, overalls, cloaks, shirts, purses, feathers, artificial flowers or cigars, except by the members of the family living therein, which shall include a husband and wife and their children, or the children of either. A family occupying or controlling such a workshop shall, within fourteen days from the time of beginning work therein, notify the board of health of the city, village, or town, where such workshop is located, or a special inspector appointed by such board, of the location of such workshops, the nature of the work carried on, and the number of persons employed therein; and thereupon such board shall, if it deems advisable, cause a permit to be issued to such family to carry on the manufacture specified in the notice. Such board may appoint as many persons as it deems advisable to act as special inspectors. Such special inspectors shall receive no compensation, but may be paid by the board their reasonable and necessary expenses. If a board of health or such inspector shall find evidence of infectious or contagious diseases present in any workshop, or in goods manufactured or in process of manufacture therein the board shall issue such orders as the public health may require, and shall condemn and destroy such infectious and contagious articles, and may, if necessary to protect the public health, revoke any permit granted by it for manufacturing goods in such workshop. If a board of health or any such inspector shall discover that any such goods are being brought into the state, having been manufactured, in whole or in part, under unhealthy conditions, such board or inspector shall examine such goods, and if they are found to contain vermin, or to have been made in improper places or under unhealthy conditions, the board may make such orders as the public health may require, and may condemn and destroy such goods.

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†On in original; intended for or.



§ 104. **Inspection of articles manufactured in other states.**—Whenever it is reported to the factory inspector that any of the articles named in section one hundred of this chapter are being shipped into this state, having previously been manufactured in whole or in part under unclean, unsanitary or unhealthy conditions, said inspector shall examine said articles and the conditions of their manufacture, and if upon such examination said goods or any part of them are found to contain vermin or to have been manufactured in improper places or under unhealthy conditions, he shall forthwith affix to them the tag or label hereinbefore described and report thereof to the local board of health, which board shall thereupon make such order or orders as the public safety may require. [*Added by L. 1899, ch. 191.*]

§ 105. **Owners of tenement and dwelling houses not to permit the unlawful use thereof.**—The owner or agent of a tenement house or dwelling house shall not permit the use thereof for the manufacture, repair, alteration or finishing of any of the articles mentioned in this article contrary to its provisions. If a room or apartment in such tenement house or dwelling house be so unlawfully used, the commissioner of labor shall serve a notice thereof upon such owner or agent. Unless such owner or agent shall cause such unlawful manufacture to be discontinued within ten days after the service of such notice, or within fifteen days thereafter institutes and faithfully prosecutes proceedings for the dispossession of the occupant of a tenement house, or dwelling house who unlawfully manufactures, repairs, alters or finishes such articles therein, he shall be deemed guilty of a violation of this article, as if he, himself, was engaged in such unlawful manufacture, repair, alteration or finishing. The unlawful manufacture, repair, alteration or finishing of any of such articles by the occupant of a room or apartment of a tenement house, or dwelling shall be a cause for dispossessing such occupant by summary proceedings to recover possession of real property, as provided in the code of civil procedure. [*As amended by L. 1899, ch. 191, and L. 1904, ch. 550.*]

§ 106. **Copy of articles to be posted.**—A copy of articles five, six and seven shall be posted in a conspicuous place in each work-room of every factory where persons are employed who are affected by the provisions thereof, [*Revised by L. 1901, ch. 475.*]

## ARTICLE VIII.

### Bakeries and Confectionery Establishments.

[*NOTE.—This Article is derived from L. 1895, ch. 518, as amended by L. 1896, ch. 672. Non-compliance with its provisions is a misdemeanor (Penal Code, § 384-1, subd. 3, post).*]

#### Section 110. Hours of labor in bakeries and confectionery establishments.

- 111. Drainage and plumbing of buildings and rooms occupied by bakeries.
- 112. Requirements as to rooms, furniture, utensils and manufactured products.
- 113. Wash-rooms and closets; sleeping places.
- 114. Inspection of bakeries.
- 115. Notice requiring alterations.

Section 110. **Hours of labor in bakeries and confectionery establishments.**—No employee shall be required or permitted to work in a biscuit, bread or cake bakery or confectionery establishment more than sixty hours in any one week, or more than ten hours in any one day, unless for the purpose of making a shorter work day on the last day of the week; nor more hours in any one week

than will make an average of ten hours per day for the number of days during such week in which such employee shall work.

Declared unconstitutional, April, 1905 (*Lochner v. People of N. Y.*, 198 U. S. 45, reversing 177 N. Y. 145).

§ 111. **Drainage and plumbing of buildings and rooms occupied by bakeries.**—All buildings or rooms occupied as biscuit, bread, pie or cake bakeries, shall be drained and plumbed in a manner conducive to the proper and healthful sanitary condition thereof, and shall be constructed with air shafts, windows or ventilating pipes, sufficient to insure ventilation. The factory inspector\* may direct the proper drainage, plumbing and ventilation of such rooms or buildings. No cellar or basement, not now used for a bakery shall hereafter be so occupied or used, unless the proprietor shall comply with the sanitary provisions of this article.

§ 112. **Requirements as to rooms, furniture, utensils and manufactured products.**—Every room used for the manufacture of flour or meal food products shall be at least eight feet in height and shall have, if deemed necessary by the factory inspector, an impermeable floor constructed of cement, or of tiles laid in cement, or an additional flooring of wood properly saturated with linseed oil. The side walls of such rooms shall be plastered or wainscoted. The factory inspector\* may require the side walls and ceiling to be whitewashed, at least once in three months. He may also require the wood work of such walls to be painted. The furniture and utensils shall be so arranged as to be readily cleansed and not prevent the proper cleaning of any part of a room. The manufactured flour or meal food products shall be kept in dry and airy rooms so arranged that the floors, shelves and all other facilities for storing the same can be properly cleaned. No domestic animals, except cats, shall be allowed to remain in a room used as a biscuit, bread, pie, or cake bakery or any room in such bakery where flour or meal products are stored.

§ 113. **Wash-room and closets; sleeping places.**—Every such bakery shall be provided with a proper wash-room and water-closet or water-closets apart from the bake-room, or rooms where the manufacture of such food product is conducted, and no water-closet, earth-closet, privy or ashpit shall be within or connected directly with the bake-room of any bakery, hotel or public restaurant. No person shall sleep in a room occupied as a bake-room. Sleeping places for the persons employed in the bakery shall be separate from the rooms where flour or meal food products are manufactured or stored. If the sleeping places are on the same floor where such products are manufactured, stored or sold, the factory inspector\* may inspect and order them put in a proper sanitary condition.

§ 114. **Inspection of bakeries.**—The factory inspector\* shall cause all bakeries to be inspected. If it be found upon such inspection that the bakeries so inspected are constructed and conducted in compliance with the provisions of this chapter, the factory inspector shall issue a certificate to the persons owning or conducting such bakeries.

§ 115. **Notice requiring alterations.**—If, in the opinion of the factory inspector,\* alterations are required in or upon premises occupied and used as bakeries, in order to comply with the provisions of this article, a written notice shall be served by him upon the owner, agent or lessee of such premises, either personally or by mail, requiring such alterations to be made within sixty days after such service, and such alterations shall be made accordingly.

\*Superseded by the Commissioner of Labor (L. 1901, ch. 9, §2, *ante*.)

## ARTICLE IX.

**Mines and Their Inspection.**

[NOTE.—This Article is derived from L. 1890, ch. 394, and L. 1892, ch. 667, as amended by L. 1893, ch. 339, and L. 1895, chs. 324, 670 and 765. Non-compliance is a misdemeanor (Penal Code, § 384-g, post). For the rules and regulations prescribed by the Commissioner of Labor, see post, pages 118-123.]

**Section 120. Duties of factory inspector relating to mines; record and report.**

- 121. Outlets of mines.
- 122. Ventilation and timbering of mines.
- 123. Riding on loaded cars; storage of inflammable supplies.
- 124. Inspection of steam boilers and apparatus; steam and water gauges.
- 125. Use of explosives; blasting.
- 126. Report of accidents.
- 127. Notice of dangerous condition.
- 128. Enforcement of article.
- 129. Admission of inspectors to mines.

**Section 120. Duties of factory inspector\* relating to mines; record and report.**—The factory inspector\* shall see that every necessary precaution is taken to insure the safety and health of employees employed in the mines and quarries of the state and shall prescribe rules and regulations† therefor; keep a record of the names and location of such mines and quarries, and the names of the persons or corporations owning or operating the same; collect data concerning the working thereof; examine carefully into the method of timbering shafts, drifts, inclines, slopes and tunnels, through which employees and other persons pass, in the performance of their daily labor, and see that the persons or corporations owning and operating such mines and quarries comply with the provisions of this chapter; and such information shall be furnished by the person operating such mine or quarry, upon the demand of the factory inspector.\*

The factory inspector\* shall keep a record of all mine and quarry examinations, showing the date thereof, and the condition in which the mines and quarries are found, and the manner of working the same. He shall make an annual report to the legislature during the month of January, containing a statement of the number of mines and quarries visited, the number in operation, the number of men employed, and the number and cause of accidents, fatal and non-fatal, that may have occurred in and about the same.

§ 121. **Outlets of mines.**—If, in the opinion of the factory inspector,\* it is necessary for safety of employees, the owner, operator or superintendent of a mine, operating through either a vertical or oblique shaft, or a horizontal tunnel, shall not employ any person therein unless there are in connection with the subterranean workings thereof not less than two openings or outlets, at least one hundred and fifty feet apart, and connected with each other. Such openings or outlets shall be so constructed as to provide safe and distinct means of ingress and egress from and to the surface, at all times, for the use of the employees of such mine.

§ 122. **Ventilation and timbering of mines.**—In each mine a ventilating current shall be conducted and circulated along the face of all working places and through the roadways, in sufficient quantities to insure the safety of employees and remove smoke and noxious gases. Each owner, agent, manager or lessee of a mine shall cause it to be properly timbered, and the roof

\* Superseued by the Commissioner of Labor (L. 1901, ch. 9, § 2, ante).

† For the rules and regulations now in force, see post, pages 118-122.

and sides of each working place therein properly secured. No person shall be required or permitted to work in an unsafe place or under dangerous material, except to make it secure.

§ 123. **Riding on loaded cars; storage of inflammable supplies.**—No person shall ride or be permitted to ride on any loaded car, cage or bucket into or out of a mine. No powder or oils of any description shall be stored in a mine or quarry, or in or around shafts, engine or boiler-houses, and all supplies of an inflammable and destructive nature shall be stored at a safe distance from the mine openings.

§ 124. **Inspection of steam boilers and apparatus; steam and water-gauges.** All boilers used in generating steam for mining purposes shall be kept in good order, and the owner, agent, manager or lessee of such mine shall have such boilers inspected by a competent person, approved by the factory inspector,\* once in six months, and shall file a certificate showing the result thereof in the mine office and a duplicate thereof in the office of the factory inspector. All engines, brakes, cages, buckets, ropes and chains shall be kept in good order and inspected daily by the superintendent of the mine or a person designated by him. Each boiler or nest of boilers used in mining for generating steam, shall be provided with a proper safety valve and with steam and water-gauges, to show, respectively, the pressure of steam and the height of water in the boilers. Every boiler-house in which a boiler or nest of boilers is placed, shall be provided with a steam-gauge properly connected with the boilers, and another steam-gauge shall be attached to the steam pipe in the engine-house, and so placed that the engineer or fireman can readily ascertain the pressure carried.

§ 125. **Use of explosives; blasting.**—When high explosives other than gun-powder are used in a mine or quarry, the manner of storing, keeping, moving, charging and firing, or in any manner using such explosives, shall be in accordance with rules prescribed by the factory inspector.\* In charging holes for blasting, in slate, rock or ore in any mine or quarry, no iron or steel-pointed needle or tamping bar shall be used, unless the end thereof is tipped with at least six inches of copper or other soft material. No person shall be employed to blast unless the mine superintendent or person having charge of such mine, is satisfied that he is qualified, by experience, to perform the work with ordinary safety. When a blast is about to be fired in a mine timely notice thereof shall be given by the person in charge of the work, to all persons who may be in danger therefrom.

The rules prescribed in accordance with this section appear on pages 121-2, *post*.

§ 126. **Report of accidents.**—Whenever loss of life or serious accident shall occur in the operation of a mine or quarry, the owner, agent, manager or lessee thereof shall immediately report, in writing, all the facts connected therewith to the factory inspector.\*

§ 127. **Notice of dangerous condition.**—If the factory inspector,\* after examination or otherwise, is of the opinion that a mine or anything used in the operation thereof, is unsafe, he shall immediately serve a written notice, specifying the defects, upon the owner, agent, manager or lessee, who shall forthwith remedy the same.

§ 128. **Enforcement of article.**—The factory inspector\* may serve a written notice upon the owner, agent, manager or lessee of a mine requiring him

\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

to comply with a specified provision of this article. The factory inspector\* may thereafter begin an action in the supreme court to enforce compliance with such provisions; and upon such notice as the court directs, an order may be granted, restraining the working of such mine during such time as may be therein specified.

§ 129. Admission of inspectors to mines.—The owner, agent, manager or lessee of a mine, at any time, either day or night, shall admit to such mine or any building used in the operation thereof, the factory inspector\* or any person duly authorized by him, for the purpose of making the examinations and inspections necessary for the enforcement of this article, and shall render any necessary assistance for such inspections.

## ARTICLE X.

### State Board of Mediation and Arbitration.

[NOTE.—This Article is derived from L. 1887, ch. 63, which superseded L. 1886, ch. 110. It has been modified and in part rendered obsolete by the act creating the Department of Labor (L. 1901, ch. 9, ante).]

#### Section 140. Organization of board.

141. Secretary and his duties.
142. Arbitration by the board.
143. Mediation in case of strike or lock-out.
144. Decisions of board.
145. Annual report.
146. Submission of controversies to local arbitrators.
147. Consent; oath; powers of arbitrators.
148. Decision of arbitrators.
149. Appeals.

Section 140. Organization of board.—There shall continue to be a state board of mediation and arbitration, consisting of three competent persons to be known as arbitrators, appointed by the governor, by and with the advice and consent of the senate, each of whom shall hold his office for the term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect, shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such board shall belong to the political party casting the highest, and one to the party casting the next highest number of votes for governor at the last preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this state.

Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the board.

L. 1901, ch. 9, § 2, *ante*, abolishes this board, while section 4 thereof provides that "the commissioner of labor, together with the first and second deputy commissioners of labor, shall constitute a board which shall have the powers conferred, and perform the duties imposed by law on the State board of mediation and arbitration."

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

§ 141. **Secretary and his duties.**—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the board may prescribe. He may, under the direction of the board, issue subpoenas and administer oaths in all cases before the board, and call for and examine books, papers and documents of any parties to the controversy. He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board.

Office abolished by L. 1901, ch. 9, § 2, *ante*. As to the power of the board created by sec. 4 thereof to issue subpoenas, etc., see following section, and compare Code of Civil Procedure, § 854.

§ 142. **Arbitration by the board.**—A grievance or dispute between an employer and his employees may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike. Upon such submission, the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

To be construed with L. 1901, ch. 9, § 4, *ante*. As to subpoenas, see Code of Civil Procedure, §§ 852, 854, 8318.

§ 143. **Mediation in case of strike or lock-out.**—Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor by mediation to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.†

§ 144. **Decisions of board.**—Within ten days after the completion of every examination or investigation authorized by this article, the board or a majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy. Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose†

§ 145. **Annual report.**—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.†

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†Compare L. 1901, ch. 9, § 4, *ante*.

§ 146. **Submission of controversies to local arbitrators.**—A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof at a meeting duly called for that purpose, may designate one arbitrator for such board.†

§ 147. **Consent; oath; powers of arbitrators.**—Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy. The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony. The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.†

§ 148. **Decision of arbitrators.**—The board shall, within ten days after the close of the hearing, render a written decision signed by them giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration. One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.†

§ 149. **Appeals.**—The state board of mediation and arbitration shall hear, consider, and investigate every appeal to it from any such board of local arbitrators and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.†

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†Compare L. 1901, ch. 9, § 4, *ante*.

## ARTICLE XI.

**Employment of Women and Children in Mercantile Establishments.**

[NOTE.—This Article, which is derived from L. 1896, ch. 384, was rewritten in 1903. It is enforced, not by the State Department of Labor, but by local Boards of Health (§ 172). Non-compliance with its provisions is a misdemeanor (Penal Code, § 384-l, subd. 4, post).]

**Section 160. Application of article.**

- 161. Hours of labor of minors.
- 162. Employment of children.
- 163. Employment certificate; how issued.
- 164. Contents of certificate.
- 165. School record, what to contain.
- 166. Summer vacation certificate.
- 167. Registry of children employed.
- 168. Wash-rooms and water-closets.
- 169. Lunch-rooms.
- 170. Seats for women in mercantile establishments.
- 171. Employment of women and children in basements.
- 172. Enforcement of article.
- 173. Copy of article to be posted.

**Section 160. Application of article.**—The provisions of this article shall apply to all villages and cities which at the last preceding state enumeration had a population of three thousand or more.

§ 161. Hours of labor of minors.—No child under the age of sixteen years shall be employed, permitted or suffered to work in or in connection with any mercantile establishment; business office, or telegraph office, restaurant, hotel, apartment house, or in the distribution or transmission of merchandise or messages, more than fifty-four hours in any one week, or more than nine hours in any one day, or before seven o'clock in the morning or after ten o'clock in the evening of any day. No female employee between sixteen and twenty-one years of age shall be required, permitted or suffered to work in or in connection with any mercantile establishment more than sixty hours in any one week; or more than ten hours in any one day, unless for the purpose of making a shorter work day of some one day of the week; or before seven o'clock in the morning or after ten o'clock in the evening of any day. This section does not apply to the employment of persons sixteen years of age or upwards on Saturday, provided the total number of hours of labor in a week of any such person does not exceed sixty hours, nor to the employment of such persons between the fifteenth day of December and the following first day of January. Not less than forty-five minutes shall be allowed for the noon day meal of the employees of any such establishment. [*As amended by L. 1903, ch. 255.*]

Compare sec. 77, *ante*.

§ 162. Employment of children.—No child under the age of fourteen years shall be employed, permitted or suffered to work in or in connection with any mercantile or other establishment specified in the preceding section, except that a child upwards of twelve years of age may be employed therein in villages and cities of the third class, during the summer vacation of the public schools of the city or district where such establishment is situated. No child under the age of sixteen years shall be employed in any such establishment, unless an employment certificate issued as provided in this article, shall have been theretofore filed in the office of the employer at the place of employment of such child. [*As amended by L. 1903, ch. 255.*]

Compare sec. 70, *ante*, and Compulsory Education Law, §§ 3, 5, *post*.

Section 292-a of the Penal Code makes it a misdemeanor to send a messenger boy into disorderly houses, unlicensed saloons, etc.



§ 163. **Employment certificate: how issued.**—Such certificate shall be issued by the commissioner of health or the executive officer of the board or department of health of the city, town or village where such child resides or is to be employed, or by such officer thereof as may be designated by such board, department or commissioner for that purpose, upon the application of the parent, guardian, or custodian of the child desiring such employment. Such officer shall not issue such certificate until he has received, examined, approved and filed the following papers duly executed: (1) The school record of such child properly filled out and signed as provided in this article. (2) A passport or duly attested transcript of the certificate of birth or baptism or other religious record, showing the date and place of birth of such child. A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births shall be conclusive evidence of the age of such child. (3) The affidavit of the parent, guardian or custodian of the child, which shall be required, however, only in case such last-mentioned transcript of the certificate of birth be not produced and filed, showing the place and date of birth of such child, which affidavit must be taken before the officer issuing the employment certificate, who is hereby authorized and required to administer such oaths and who shall not demand or receive a fee therefor. In case it shall appear to the satisfaction of the officer to whom application is made, as herein provided, for an employment certificate, that a child for whom such certificate is requested and who has presented the school record and affidavit above provided for, is in fact over fourteen years of age and that satisfactory documentary evidence of such age can be produced which does not fall within any of the provisions of subdivision two of this section, and that none of the papers mentioned in said subdivision exists or can be produced, then and not otherwise he shall present to the board of health of which he is an officer or agent for its action thereon, a statement signed by him showing such facts, together with such affidavits or papers as may have been produced before him constituting such evidence of the age of such child; and the board of health, at a regular meeting thereof, may then, in its discretion, in a proper case, by resolution, provide that such evidence of age shall be fully entered on the minutes of such board, and shall be received in place of the papers specified and required by subdivision two of this section. On due proof, in like manner, that a child who is a graduate of a public school of the state of New York or elsewhere having a course of not less than eight years, or of a school in the state of New York other than a public school, having a substantially equivalent course of study of not less than eight years' duration, and in which a record of the attendance of such child has been kept as required by the compulsory education law, and who produces and files a certificate of graduation duly issued to him therefrom, and who is recorded in the school records as fourteen years of age, is unable to further produce the evidence of age required by subdivision two of this article, the board may, by resolution, permit the issuance to such child of an employment certificate and dispense with such evidence of age as is provided in said subdivision. Such employment certificate shall not be issued until such child shall further have personally appeared before and been examined by the officer issuing the certificate, and until such officer shall, after making such examination, sign and file in his office a statement that

the child can read and legibly write simple sentences in the English language and that in his opinion the child is fourteen years of age or upwards and has reached the normal development of a child of its age and is in sound health and is physically able to perform the work which it intends to do. In doubtful cases such physical fitness shall be determined by a medical officer of the board or department of health. Every such employment certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued. [*As amended by L. 1903, ch. 255, and L. 1905, ch. 518.*]

. Compare sec. 71, *ante*, and notes. False statement in relation to the certificate or application therefor is specifically denounced as a misdemeanor by amendment to the Penal Code (§ 384-1, subd. 5, *post*).

§ 164. Contents of certificate.—Such certificate shall state the date and place of birth of the child, and describe the color of hair and eyes and the height and weight and any distinguishing facial marks of such child, and that, the papers required by the preceding section have been duly examined, approved and filed and that the child named in such certificate has appeared before the officer signing the certificate and been examined. [*As amended by L. 1903, ch. 255.*]

Identical with sec. 72.

§ 165. School record, what to contain.—The school record required by this article shall be signed by the principal or chief executive officer of the school which such child has attended and shall be furnished on demand to a child entitled thereto or to the board, department or commissioner of health. It shall contain a statement certifying that the child has regularly attended the public schools or schools equivalent thereto or parochial schools for not less than one hundred and thirty days during the school year previous to his arriving at the age of fourteen years or during the year previous to applying for such school record and is able to read and write simple sentences in the English language, has received during such period instruction in reading, spelling, writing, English grammar and geography and is familiar with the fundamental operations of arithmetic up to and including fractions. Such school record shall also give the age and residence of the child as shown on the records of the school and the name of its parents or guardian or custodian. [*As amended by L. 1903, ch. 255.*]

Identical with sec. 73, *ante*. Cf. School Law, § 5 of title 16, *post*.

§ 166. Summer vacation certificate.—Children of the age of twelve years or more who can read and write simple sentences in the English language, may be employed in mercantile and other establishments specified in section one hundred and sixty-one, in villages and cities of the third class during the summer vacation of the public schools in the city or school district where such children reside upon obtaining the vacation certificate herein provided. Such certificate shall be issued in the same manner, upon the same conditions, and on like proof that such child is twelve years of age or upwards, and is in sound health, as is required for the issuance of an employment certificate under this article, except that a school record of such child shall not be required. The certificates provided for in this section shall be designated summer vacation certificates, and shall correspond in form and substance as nearly as practicable to such employment certificate, and shall in addition

thereto specify the time in which the same shall remain in force and effect which in no case shall be other than the time in which the public schools where such children reside are closed for a summer vacation. [*As amended by L. 1903, ch. 255.*]

The corresponding section (74) of the Factory Law was repealed in 1903.

§ 167. Registry of children employed.—The owner, manager, or agent of a mercantile or other establishment specified in section one hundred and sixty-one, employing children, shall keep or cause to be kept, in the office of such establishment, a register, in which shall be recorded the name, birthplace, age and place of residence of all children so employed under the age of sixteen years. Such register and the certificates filed in such office shall be produced for inspection, upon the demand of an officer of the board, department or commissioner of health of the town, village or city where such establishment is situated. On termination of the employment of the child so registered and whose certificate is so filed, such certificate shall be forthwith surrendered by the employer to the child or its parent or guardian or custodian. An officer of the board, department or commissioner of health of the town, village or city where a mercantile or other establishment mentioned in this article is situated, may make demand on an employer in whose establishment a child apparently under the age of sixteen years is employed or permitted or suffered to work, and whose employment certificate is not then filed as required by this chapter, that such employer shall either furnish him within ten days, evidence satisfactory to him that such child is in fact over sixteen years of age, or shall cease to employ or permit or suffer such child to work in such establishment. The officer may require from such employer the same evidence of age of such child as is required on the issuance of an employment certificate; and the employer furnishing such evidence shall not be required to furnish any further evidence of the age of the child. A notice embodying such demand may be served on such employer personally or may be sent by mail addressed to him at said establishment, and if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post. When the employer is a corporation such notice may be served either personally upon an officer of such corporation, or by sending it by post addressed to the office of the principal place of business of such corporation. The papers constituting such evidence of age furnished by the employer in response to such demand shall be filed with the board, department, or commissioner of health and a material false statement made in any such paper or affidavit by any person, shall be a misdemeanor. In case such employer shall fail to produce and deliver to the officer of the board, department, or commissioner of health within ten days after such demand such evidence of age herein required by him, and shall thereafter continue to employ such child or permit or suffer such child to work in such mercantile or other establishment, proof of the giving of such notice and of such failure to produce and file such evidence shall be prima facie evidence in any prosecution brought for a violation of this article that such child is under sixteen years of age and is unlawfully employed. [*As amended by L. 1903, ch. 255, and L. 1905, ch. 493.*]

*Cf. sec. 76 of the Factory Law, ante.*

§ 168. **Wash-rooms and water-closets.**—Suitable and proper wash-rooms and water-closets shall be provided in, adjacent to or connected with mercantile establishments where women and children are employed. Such rooms and closets shall be so located and arranged as to be easily accessible to the employees of such establishments. Such water-closets shall be properly screened and ventilated, and, at all times, kept in a clean condition. The water-closets assigned to the female employees of such establishments shall be separate from those assigned to the male employees. If a mercantile establishment has not provided wash-rooms and water-closets, as required by this section, the board or department of health or health commissioners of the town, village or city where such establishment is situated, shall cause to be served upon the owner of the building occupied by such establishment, a written notice of the omission and directing such owner to comply with the provisions of this section respecting such wash-rooms and water-closets. Such owner shall, within fifteen days after the receipt of such notice, cause such wash-rooms and water-closets to be provided.

§ 169. **Lunch-rooms.**—If a lunch-room is provided in a mercantile establishment where females are employed, such lunch-room shall not be next to or adjoining the water-closets, unless permission is first obtained from the board or department of health or health commissioners of the town, village or city where such mercantile establishment is situated. Such permission shall be granted unless it appears that proper sanitary conditions do not exist, and it may be revoked at any time by the board or department of health or health commissioner, if it appears that such lunch-room is kept in a manner or in a part of the building injurious to the health of the employees.

§ 170. **Seats for women in mercantile establishments.**—Chairs, stools or other suitable seats shall be maintained in mercantile establishments for the use of female employees therein, to the number of at least one seat for every three females employed, and the use thereof by such employees shall be allowed at such times and to such extent as may be necessary for the preservation of their health. If the duties of the female employees, for the use of whom the seats are furnished, are to be principally performed in front of a counter, table, desk or fixture, such seats shall be placed in front thereof; if such duties are to be principally performed behind such counter, table, desk or fixture, such seats shall be placed behind the same.

Compare sec. 17, *ante*.

§ 171. **Employment of women and children in basements.**—Women or children shall not be employed or directed to work in the basement of a mercantile establishment, unless permitted by the board or department of health, or health commissioner of the town, village or city where such mercantile establishment is situated. Such permission shall be granted unless it appears that such basement is not sufficiently lighted and ventilated, and is not in good sanitary condition.

§ 172. **Enforcement of article.**—The board or department of health or health commissioners of a town, village or city affected by this article shall enforce the same and prosecute all violations thereof. Proceedings to prosecute such violations must be begun within thirty days after the alleged offense was committed. All officers and members of such boards, or department, all health commissioners, inspectors, and other persons appointed or designated by such boards, departments or commissioners may visit and in-

spect at reasonable hours and when practicable and necessary, all mercantile or other establishments herein specified within the town, village or city for which they are appointed. No person shall interfere with or prevent any such officer from making such visitations and inspections, nor shall he be obstructed or injured by force or otherwise while in the performance of his duties. All persons connected with any such mercantile or other establishment herein specified shall properly answer all questions asked by such officer or inspector in reference to any of the provisions of this article. [*As amended by L. 1903, ch. 255.*]

§ 173. Copy of article to be posted.—A copy of this article shall be posted in three conspicuous places in each establishment affected by its provisions. [*As amended by L. 1903, ch. 255.*]

## ARTICLE XII.

### Employment of Children in Street Trades.

[NOTE.—This Article was added by L. 1903, ch. 151, in force Sept. 1, 1903. Section 2 thereof provides that “nothing in this act contained shall be deemed or construed to repeal, amend, modify, impair or in any manner affect any provision of the penal code or the code of criminal procedure.”]

Section 174. Prohibited employment of children in street trades.

175. Permit and badge for newsboys, how issued.

176. Contents of permit and badge.

177. Regulations concerning badge and permit.

178. Badge and permit to be surrendered.

179. Limit of hours.

179a. Violation of this article, how punished.

§ 174. Prohibited employment of children in street trades.—No male child under ten, and no girl under sixteen years of age shall in any city of the first or second class sell or expose or offer for sale newspapers in any street or public place. [*Added by L. 1903, ch. 151, and L. 1905, ch. 519.*]

§ 175. Permit and badge for newsboys, how issued.—No male child actually or apparently under fourteen years of age shall sell or expose or offer for sale said articles unless a permit and badge as hereinafter provided shall have been issued to him by the district superintendent of the board of education of the city and school district where said child resides, or by such other officer thereof as may be officially designated by such board for that purpose, on the application of the parent, guardian or other person having the custody of the child desiring such permit and badge, or in case said child has no parent, guardian or custodian then on the application of his next friend, being an adult. Such permit and badge shall not be issued until the officer issuing the same shall have received, examined, approved and placed on file in his office satisfactory proof that such male child is of the age of ten years or upwards. No permit or badge provided for herein shall be valid for any purpose except during the period in which such proof shall remain on file, nor shall such permit or badge be authority beyond the period fixed therein for its duration. After having received, examined, approved and placed on file such proof the officer shall issue to the child a permit and badge. [*Added by L. 1903, ch. 151.*]

§ 176. Contents of permit and badge.—Such permit shall state the date and place of birth of the child, the name and address of its parent, guardian, custodian or next friend as the case may be and describe the color of hair

and eyes, the height and weight and any distinguishing facial mark of such child, and shall further state that the proof required by the preceding section has been duly examined, approved and filed; and that the child named in such permit has appeared before the officer issuing the permit. The badge furnished by the officer issuing the permit shall bear on its face a number corresponding to the number of the permit, and the name of the child. Every such permit, and every such badge on its reverse side, shall be signed in the presence of the officer issuing the same by the child in whose name it is issued. [Added by L. 1903, ch. 151.]

§ 177. Regulations concerning badge and permit.—The badge provided for herein shall be worn conspicuously at all times by such child while so working; and such permit and badge shall expire at the end of one year from the date of their issue. No child to whom such permit and badge are issued shall transfer the same to any other person nor be engaged in any city of the first or second class as a newsboy, or shall sell or expose or offer for sale newspapers in any street or public place without having upon his person such badge, and he shall exhibit the same upon demand at any time to any police, or attendance officer. [Added by L. 1903, ch. 151, and amended by L. 1905, ch. 519.]

§ 178. Badge and permit to be surrendered.—The parent, guardian, custodian or next friend, as the case may be, of every child to whom such permit and badge shall be issued shall surrender the same to the authority by which said permit and badge are issued at the expiration of the period provided therefor. [Added by L. 1903, ch. 151.]

§ 179. Limit of hours.—No child to whom a permit and badge are issued as provided for in the preceding sections shall sell or expose or offer for sale any newspapers after ten o'clock in the evening. [Added by L. 1903, ch. 151.]

§ 179-a. Violation of this article, how punished.—Any child who shall work in any city of the first or second class in any street or public place as a newsboy or shall sell or expose or offer for sale newspapers under circumstances forbidden by the provisions of this article, must be arrested and brought before a court or magistrate having jurisdiction to commit a child to an incorporated charitable reformatory or other institution and be dealt with according to law; and if any such child is committed to an institution, it shall when practicable, be committed to an institution governed by persons of the same religious faith as the parents of such child. [Added by L. 1903, ch. 151, and amended by L. 1905, ch. 519.]

### ARTICLE XIII.

#### Examination and Registration of Horseshoers.

[NOTE.—This Article (changed from XII to XIII by L. 1903, ch. 151) is derived from L. 1896, ch. 271, as amended by L. 1897, ch. 148. By L. 1899, ch. 558, its application was extended to cities of the third class. The Penal Code section (384-m) making a violation a misdemeanor was held unconstitutional in July, 1904 (*People v. Beattie*, 96 App. Div. 383).]

Section 180. Application of article.

181. Board of examiners.

182. Examination of applicants.

183. Registration of horseshoers.

184. Practice without examination.

Section 180. Application of article.—This article applies to all cities of the state. [As amended by L. 1899, ch. 558.]

§ 181. **Board of examiners.**—There shall continue to be a board of examiners of horseshoers consisting of one veterinarian, two master horseshoers and two journeymen horseshoers, all of whom shall be citizens and residents of the cities of the state. The examiners in office when this chapter takes effect shall continue therein until the thirty-first day of December following the date of the expiration of the terms for which they were respectively appointed, and thereafter their successors shall be appointed by the governor for a term of five years. [*As amended by L. 1899, ch. 558.*]

§ 182. **Examination of applicants.**—The board of examiners shall, as often as necessary, hold sessions in the several cities for the purpose of examining applicants, desiring to practice as master or journeymen horseshoers. A person is not qualified to take such examination unless he has served an apprenticeship at horseshoeing for at least three years. If the person examined is shown to be qualified to practice horseshoeing, the board shall issue to him a certificate stating his name and residence, the time when examined, when and where his apprenticeship was served, and that he is qualified to practice as a master or journeyman horseshoer. Before he is entitled to be examined, an applicant must file with the board a written application stating his name, place of residence, and when, where and with whom his apprenticeship has been served. The board shall receive as compensation a fee of five dollars from each person examined. [*As amended by L. 1899, ch. 558.*]

§ 183. **Registration of horseshoers.**—Each journeyman or master horseshoer shall present such certificate to the clerk of the county where he proposes to practice, and such clerk shall cause his name, residence and place of business to be registered in a book to be known as the "master and journeyman horseshoers' register." For each name so registered, the clerk is entitled to a fee of twenty-five cents. No person shall practice horseshoeing as a master or journeyman horseshoer in any city of the state unless he is registered and has a certificate, as provided by this article. [*As amended by L. 1899, ch. 558.*]

§ 184. **Practice without examination.**—A person who has practiced as a master or journeyman horseshoer within the United States continuously for a period of three years may present to the board of examiners his affidavit, stating his name, age, place of residence and when and where he has practiced as such horseshoer. The board shall thereupon issue to him a certificate stating the facts set forth in such affidavit, and that such person is entitled to practice as a master or journeyman horseshoer, as the case may be. The person to whom the certificate is issued shall present it to the county clerk of the county where he intends to practice, and his name shall be registered, as provided in the preceding section. Such person may thereafter practice as a master or journeyman horseshoer in such county without examination. The board is entitled to a fee of one dollar for each certificate issued under this section. [*As amended by L. 1899, ch. 558.*]

## ARTICLE XIV.†

## Laws Repealed; When to Take Effect.

Section 190. Laws repealed.

191. When to take effect.

Section 190. **Laws repealed.**—Of the laws enumerated in the schedule hereto annexed, that portion specified in the third column thereof is repealed.

§ 191. **When to take effect.**—This chapter shall take effect the first day of June, eighteen hundred and ninety-seven.

## SCHEDULE OF LAWS REPEALED.

Laws of—	Sections.	Subject of act.
1870, ch. 385....	All, except § 4.....	Hours of labor regulated.
1871, ch. 934....	3.....	Duties of factory inspector as to apprentices.
1881, ch. 298....	All, except § 2.....	Seats for female employees.
1883, ch. 356....	All, except § 3.....	Bureau of labor statistics.
1885, ch. 314....	All.....	Scaffolding for use of employees on buildings.
1885, ch. 376....	All.....	Payment of wages by receiver of corporations.
1886, ch. 151....	All.....	Hours of labor on street, surface and elevated railroads in cities of over 500,000.
1886, ch. 409....	All, except first § 21...	Factory inspector; employment of children and women in factories, tenements, etc.
1886, ch. 410....	All.....	State board of arbitration and mediation. Superseded by L. 1887, ch. 63.
1887, ch. 63....	All.....	State board of mediation and arbitration.
1887, ch. 462....	All.....	Amends L. 1886, ch. 409.
1887, ch. 529....	All, except § 2.....	Hours of labor of employees of street, surface and elevated railroads in cities of over 100,000.
1888, ch. 437....	All.....	Amends L. 1871, ch. 934, § 3.
1889, ch. 380....	All.....	Preference to citizens of state as laborers on public works.
1889, ch. 381....	All.....	Cash payment of wages by corporation.
1889, ch. 385....	All.....	Registration of labels, etc., by trades unions.
1889, ch. 560....	All.....	Amends L. 1886, ch. 409.
1890, ch. 388....	All, except § 2.....	Weekly payment of wages by corporations.
1890, ch. 394....	All, except §§ 8, 13, 20.	Inspection of mines.
1890, ch. 398....	All.....	Amends L. 1886, ch. 409.
1891, ch. 214....	All.....	Amends L. 1885, ch. 314.
1892, ch. 517....	All, except § 5.....	Examination of scaffoldings.

†Number changed from XIII to XIV by L. 1903, ch. 151, § 1.



Laws of—	Sections.	Subject of act.
1892, ch. 667....	All, except § 2.....	Safety of workmen in mines.
1892, ch. 673....	All.....	Amends L. 1886, ch. 409.
1892, ch. 711....	All, except § 4.....	Hours of service on railroads.
1893, ch. 173....	All, except § 6.....	Amends L. 1886, ch. 409.
1893, ch. 219....	All.....	Labels, etc., of trades unions.
1893, ch. 339....	All.....	Amends L. 1892, ch. 667.
1893, ch. 691....	All, except § 3.....	Hours of labor in brickyards.
1893, ch. 715....	All.....	Amends L. 1892, ch. 517.
1893, ch. 717....	All.....	Amends L. 1890, ch. 388.
1894, ch. 277....	All.....	Stone used in state or municipal works to be dressed within the state.
1894, ch. 373....	All.....	Badges of factory inspectors.
1894, ch. 622....	All.....	Amends L. 1870, ch. 385, § 2.
1894, ch. 699....	All, except § 8.....	Sale of convict-made goods.
1895, ch. 324....	All.....	Abolishes office of mining inspector.
1895, ch. 413....	All.....	Amends L. 1894, ch. 277.
1895, ch. 518....	All, except § 7.....	Manufacture of flour and meal products.
1895, ch. 670....	All.....	Deputy mine inspector.
1895, ch. 765....	All.....	Amends L. 1892, ch. 667, § 1.
1895, ch. 899....	All.....	Payment of wages of employees of co-partnerships by receiver.
1896, ch. 271....	All, except § 6.....	Examination and registration of horseshoers.
1896, ch. 384....	All, except § 11.....	Employment of women and children in mercantile establishments.
1896, ch. 672....	All.....	Amends L. 1895, ch. 518.
1896, ch. 789....	All.....	Amends L. 1893, ch. 691, § 2.
1896, ch. 931....	All, except §§ 5, 6.....	Labelling and marking convict-made goods.
1896, ch. 936....	All, except § 5.....	Protection of persons employed on buildings in course of construction.
1896, ch. 982....	All, except § 6....	Free employment bureaus.
1896, ch. 991....	All.....	Amends L. 1886, ch. 409.
1897, ch. 148....	All.....	Amends L. 1896, ch. 271, §§ 3, 4, 6.

**RULES AND REGULATIONS TO INSURE THE SAFETY AND HEALTH OF PERSONS EMPLOYED IN MINES AND QUARRIES, PRESCRIBED BY THE COMMISSIONER OF LABOR.**

BY AUTHORITY OF THE PROVISIONS OF SECTIONS 120 AND 125 OF CHAPTER 415 OF THE LAWS OF 1897, ENTITLED THE LABOR LAW.

**Superintendent.**—1. The mine superintendent should pay particular attention to discipline. All inspections should be reported to him. He should see that all the provisions of the law and of these rules are enforced in his mine, and should keep close watch on all work done by contractors to see that they comply with the law and these rules.

**Daily inspection.**—2. The superintendent should designate a competent person, who at stated hours each day should make an inspection of all mining appliances, boilers, engines, magazines, shafts and shafthouses. He should carefully examine all underground workings, roofs, pillars, timbers and explosives. He should descend the shaft slowly and examine the bell-rope, telephone or operating tube, track, timbers, ladders, etc., and report any defects to the superintendent, in writing, at once. This rule should be most strictly enforced where men are handled by skip, car, cage or bucket.

**Boilers.**—3. Superintendents should require a strict compliance with section 124 of the Labor Law regarding boiler inspection; and boilers should be examined daily, and any imperfections reported to the master mechanic or superintendent.

**Timbering.**—4. Timber should be of ample size and strength to resist all possible weight and pressure to which it may be subjected. It should be used freely and wherever there is any chance of danger. Use only new or properly seasoned timber. Inspect timber carefully for rot before using, and periodically thereafter.

**Air.**—5. The use of air instead of steam for drilling in all underground workings is advised.

**Signals.**—6. Give special attention to the matter of signals and to keeping the appliances therefor in first class condition. The bell line should be of ample strength and kept free and clear of all rock and timbers. Shafts of 400 feet or over should have speaking tubes or telephones from the foot of the shaft to the engine-room. A code of signals should be posted at different parts of the workings and must be posted particularly at the shafthead, together with a notice of a penalty for wrong signals. Wrong signals should be severely punished.

**Ladderways.**—7. Ladders should be strong and intact. In vertical shafts and in deep, pitching inclines, there should be landings not more than twenty feet apart, and closely covered except a hole large enough for a man to pass to the next ladder. In inclines there should be a hand-rail attached to the ladder, and wherever possible steps should be used with hand-rail attached.

**The shaft.**—8. The shafthead should be covered and guarded so as to prevent accidents from persons falling into it, or from foreign objects dropping down. Automatic doors should, in most cases, be used. The manway should be around and not across the shafthead. The timbering of the shaft should be sounded and examined often, as it decays very rapidly under certain conditions. Inside shafts, winzes, and shutes should be carefully guarded by railings or other means which will prevent accident. When sinking or continuing a shaft below levels where the work of mining is being carried on, the collars at the lower level should be covered to prevent objects from falling down the shaft, and such covering should be composed of timber not less than four inches in thickness; and where a cage is used a bonnet must be placed over it.

**Hoisting engineers.**—9. All engineers in charge of hoisting machinery where persons are lowered into or hoisted out of a mine shall be not less than twenty-one years of age. Engineers in charge of hoisting machinery where persons are not lowered into or hoisted out of a mine shall be not less than eighteen years of age. They shall not delegate the control of the machinery at any time to any other person, and no person shall interfere with them in their duties. Superintendents must use the utmost care to see that their engineers are mentally and physically qualified for their positions.

10. The hoisting engineer at any mine shall be in constant attendance at his engine or boilers at all times when there are workmen underground.

11. The engineer shall not permit any one to enter or loiter in the engine room except those authorized by their positions or duties to do so, and he shall hold no conversation with any person while the engine is in motion or while his attention is occupied with signals. A notice to this effect shall be posted on the door of the engine house.

12. The engineer must thoroughly understand the established code of signals, which must be delivered in the engine room in a clear and unmistakable manner; and when he receives a signal that men are in the cage or carriage he must work his engine with extra care and only at a moderate rate of speed.

13. The engineer or some other specifically designated and properly qualified employee must keep a careful watch over the engine, boilers, pumps, ropes and winding apparatus. He must see that all his boilers are supplied with water, cleaned and inspected at frequent intervals and that the steam pressure does not exceed the limit prescribed by the boiler inspector and he shall frequently try the safety valves and shall not increase the weights on the same. He shall observe that the steam and water guages are always in good order, and if any of the pumps, valves or guages become deranged, he must promptly report the facts to his superiors or to the proper public authority.

**Hoisting machinery.**—14. Machinery used for lowering or raising employees into or out of mines and stairs for ingress and egress shall be kept in a safe condition and inspected each twenty-four hours by a competent person especially designated for that purpose.

15. The operator or superintendent shall provide and maintain from the top to the bottom of every shaft where persons are raised or lowered a telephone or a metal tube suitably adapted to the free passage of sound, through which conversation may be held between persons at the top and bottom of said shaft, and also means of signaling from the top to the bottom thereof, and shall provide every cage or gear carriage used for hoisting or lowering persons with a sufficient overhead covering to protect persons while using the same; and shall also provide such cage or carriage with a proper safety catch. And the said operator or superintendent shall see that the flanges, with a clearance of not less than four inches where the whole of the rope is wound on the drum, are attached to the side of the drum of every machine that is used for lowering and hoisting persons in and out of a mine; that adequate brakes are attached to the drum, and that at all shafts safety gates are so placed as to prevent persons from falling into the shaft.

16. The main governing chain attached to the socket of the wire rope shall be made of the best quality of iron and shall be properly tested by weights or otherwise; and the bridle chain shall be attached to the hoisting rope above the socket from the top crosspiece of the carriage or cage so that no single chain shall be used for lowering or hoisting persons into or out of the mine.

17. No greater number of persons shall be lowered or hoisted at any one time than may be permitted by the Commissioner of Labor; and notice of the number so allowed to be lowered or hoisted at any one time shall be kept posted by the operator or superintendent in a conspicuous place at the top of the shaft.

**Dangerous machinery.**—18. All machinery about mines from which any accidents are liable to occur shall be fenced off by suitable guards or rails.

**Fire.**—19. All oil waste, candles, etc., should be stored at a safe distance from the boiler-house, engine-room and shafthouse, and a quantity of water should be stored at such place to guard against fire. All shafthouses should have ample fire protection, and the appliances should be kept in condition for instant use. All mining plants using steam should have a hose attached to the injector or feed pipe for use in case of fire.

**Storing explosives.**—20. All explosives should be stored in a magazine provided for that purpose, and located far enough from the working-shaft, slope or tunnel, boiler-house or engine-room, so that in case the whole quantity should be exploded, there would be no danger. All explosives in excess of what are needed for one shift should be kept in the magazine. Such magazine should be fireproof, and so constructed that a modern rifle or pistol bullet can not penetrate it. A suitable place for thawing powder should be provided for each mine and quarry and kept in condition for use. The hot water or steam bath device should be used. Never use dry heat. A receptacle for carrying explosives should be provided. Exploders and powder should not be kept in the same room. A suitable place separated from mine boilers or engine-room should be provided for preparing charges. One man should have full charge of the magazine.

See further the special rules for handling dynamite.

**Blasting.**—21. All blasting should be done by one man and his helper, designated by the superintendent for that purpose. After blasting no miners or other persons should be allowed in that part of the mine until the blaster has made a personal examination of the same and pronounced "all over." If a blast misses fire, no miner or other person except the blaster and his helper should be allowed in that part of the mine less than three hours there-and pronounced "all safe." No person shall use or handle any explosives who is addicted to the use of intoxicants. All tamping of high explosives should be done with a wooden bar. Timely and sufficient warning should be given when a blast is about to be fired.

### Special Rules for Storing, Keeping, Moving, Thawing, Charging and Firing Dynamite. j

#### SEE LABOR LAW, SECTION 125.

1. **Storing and keeping.**—Dynamite should be stored in a building separate and isolated from other buildings and from traffic. Caps and electric exploders and fuses must not, under any circumstances, be stored in the same building with the powder. They should always be kept apart until needed for preparing the charge.

2. **Moving.**—Dynamite may be hauled in wagons, railway trains, mine cars or similar vehicles, the *greatest* care being exercised that percussion caps, exploders, fulminators, friction matches or any other article of like nature be not loaded in the same wagon, car or vehicle.

3. **Thawing powder.**—All nitro-glycerine compounds freeze and become hard at about 42 degrees Fahrenheit. In this condition they will not readily explode. When large quantities of powder are to be used, a separate building for thawing powder should be fitted with a small steam radiator. Use only

exhaust steam for heating it, if possible keeping the temperature of the room at about 80 degrees Fahrenheit. In the part of the room at the greatest distance from the radiator, place the powder on racks to thaw. When but small quantities are required to be thawed, a thawing kettle may be used, being two water-tight kettles, one smaller than the other (one placed inside the other), the cartridges to be placed in the smaller kettle, and space between the two kettles filled with hot water of from 120 to 130 degrees Fahrenheit, the kettle being fitted with a cover to retain the heat. Under no circumstances, however, should the kettle be placed over the fire to heat. When more hot water is required, empty out the cold water and fill again with hot water. Under no circumstances should an attempt be made to thaw the powder by placing it in hot water or exposing it to the direct action of steam.

4. **Precautions.**—Powder must *never* under any conditions be placed on hot steam pipes, or steam boilers, nor on, in or near a hot stove, nor on any hot metal. Do not expose it to radiated heat from a fire or hot stove. Keep it away from a blacksmith's forge or shop. Never roast, toast or bake it in any way.

5. **Preparing the charge.**—Cut a piece of safety fuse to the right length and carefully insert the fresh cut end in a blasting cap. See that the cap is free from any particle of sawdust before inserting the fuse. Press the fuse gently into the cap as far as it will go. Crimp the open end of the cap tightly around the fuse with a pair of cap-nippers, but under no condition disturb the fulminate or filling in the cap. Then open one end of the cartridge carefully, and with a sharpened lead pencil or pointed wooden stick, make a hole in the powder, insert the capped end of the fuse, being careful to see that at least one-fourth of an inch of the cap remains out of the powder. Then draw the paper closely about the fuse and tie in with a strong cord.

Never allow *smoking* or fire of any description near the powder, nor leave any loose caps or fuse in the vicinity of the powder.

6. **Charging the drill-hole.**—Having prepared the cartridge as above described (being sure that none of the cartridges are frozen) push the cartridges to the bottom of the drilled hole with a wooden stick, putting the cartridge which contains the capped end of the fuse on top. Don't attempt to press the cartridges down too firmly, as in so doing the cap may become disarranged, thereby causing a misfire.

7. **Tamping.**—Having placed the required quantity of powder in the hole, cover the charge with six or eight inches of loose tamping, press it down firmly with a *wooden* stick, after which the hole may be tamped to the top, ramming the tamping down hard. Under no conditions use an iron or metal bar. Wood is all that is required.

8. **Misfire.**—In case of misfires, no attempt must be made to remove the tamping or draw the charge; a new hole should be drilled in every case.

### Special Rules for the Daily Guidance of Employees.

1. No employee shall ride on any loaded skip, car, cage or bucket nor walk up or down any slope, or shaft, while any skip, car, cage or bucket is above.

2. The pit boss shall carefully examine the hanging wall of all slopes, levels and working chambers daily.

3. Machine runners shall carefully examine and sound hanging wall at face working, and remove all loose rock or ore before proceeding to drill.

4. No employees shall handle any explosives or do any blasting except the person or persons designated for that special purpose by the superintendent.

5. After blasting no person except the blaster or blasters shall be allowed in the part of the mine where such blast has been fired, until the blaster has made a personal examination of the same, and pronounced all safe.

6. No iron or steel bar, unless tipped with six inches of copper or other soft metal, shall be used for tamping any explosive. When tamping dynamite, or other high explosives, wood must be used in all cases.

7. The mine superintendent or person designated by him shall examine daily all mining appliances and see that they are in safe condition.

8. Whenever a shot misses fire no person shall be allowed to return to that part of the mine in less than three hours, unless and until the blaster after a personal examination shall pronounce all safe.

9. No person addicted to the use of intoxicating drink shall have charge of any explosives, boiler, engine or hoist, nor shall any person be allowed in any part of the mine while under the influence of liquor.

*To take effect January 1, 1906.*

P. TECUMSEH SHERMAN,  
*Commissioner of Labor.*

CHARLES M. GILMORE,  
*Mine Inspector.*

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#### PENALTIES FOR VIOLATION OF THE LABOR LAW.

##### LAWS OF 1897, CHAPTER 416.

AN ACT to amend the penal code, relative to violations of provisions of the labor law.

Section 1. Sections three hundred and eighty-four-b and four hundred and forty-seven-a of the penal code are hereby amended to read as follows:

§ 384b. Unlawful dealing in convict-made goods.—A person who

1. Sells or exposes for sale convict-made goods, wares or merchandise, without a license therefor, or having such license does not transmit to the secretary of state the statement required by article four of the labor law; or

2. Sells, offers for sale, or has in his possession for sale any such convict-made goods, wares or merchandise without the brand, mark or label required by article four of the labor law; or

3. Removes or defaces or in any way alters such brand, mark or label, is guilty of a misdemeanor, and upon conviction therefor shall be punished by a fine of not more than one thousand nor less than one hundred dollars, or by imprisonment for not less than ten days or by both such fine and imprisonment.

An act requiring the branding of convict-made goods of other states is unconstitutional (*People v. Hawkins*, 157 N. Y. 1, October, 1898). Cf. notes to sections 50-55 of the Labor Law, ante.

§ 447a. Negligently furnishing insecure scaffolding.—A person or corporation employing or directing another to do or perform any labor in the erection, repairing, altering or painting, any house, building or structure within this state, who knowingly or negligently furnishes or erects or causes to be furnished or erected for the performance of such labor, unsafe, unsuitable or improper scaffolding, hoists, stays, ladders or other mechanical contrivances; or who hinders or obstructs any officer detailed to inspect the same, destroys or defaces any notice posted thereon, or permits the use thereof after the same has been declared unsafe by such officer contrary to the provisions of article one of the labor law, is guilty of a misdemeanor.

*Cf. sections 18 and 19 of the Labor Law, ante.*

Section 2. The penal code is hereby amended by inserting at the end of title twelve the following new section:

§ 447c. Neglect to complete or plank floors of buildings constructed in cities.—A person, constructing a building in a city, as owner or contractor, who violates the provisions of article one of the labor law, relating to the completing or laying of floors, or the planking of such floors or tiers of beams as the work of construction progresses, is guilty of a misdemeanor, and upon conviction therefor shall be punished by a fine for each offense of not less than twenty-five nor more than two hundred dollars.

*Cf. sec. 20 of the Labor Law, ante.*

Section 3. The penal code is hereby amended by inserting at the end of title eleven the following new sections:

§ 384f. Failure to furnish statistics to commissioner of labor statistics.\*—Any person who refuses, when requested by the commissioner of labor statistics,\*

1. To admit him or a person authorized by him to a mine, factory, workshop, warehouse, elevator, foundry, machine shop or other manufacturing establishment; or,

2. To furnish him with information relative to his duties which may be in such person's possession or under his control; or,

3. To answer questions put by such commissioner in a circular or otherwise, or shall knowingly answer such questions untruthfully, is guilty of a misdemeanor, and on conviction therefor shall be punished by a fine of not less than fifty nor more than two hundred dollars.

*Cf. sec. 32 of the Labor Law, ante.*

§ 384g. Refusal to admit inspector to mines and quarries; failure to comply with requirements of inspector.—A person,

1. Refusing to admit the factory inspector,\* or any person authorized by him, to a mine or quarry, for the purpose of examination and inspection.

2. Neglecting or refusing to comply with the provisions of article nine of the labor law upon written notice of the factory inspector,\* is guilty of a misdemeanor, and upon conviction therefor shall be punished by a fine of not less than fifty dollars, or by imprisonment for not less than thirty days.

*Cf. sections 120-129 of the Labor Law, ante.*

§ 384h. Hours of labor to be required.—Any person or corporation,

1. Who, contracting with the state or a municipal corporation, shall require more than eight hours work for a day's labor; or

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\* Superseded by the Commissioner of Labor (L. 1901, ch. 9, § 2, *ante*).

2. Who shall require more than ten hours labor, including one-half hour for dinner, to be performed within twelve consecutive hours, by the employees of a street surface and elevated railway owned or operated by corporations whose main line of travel or routes lie principally within the corporate limits of cities of more than one hundred thousand inhabitants; or,

3. Who shall require the employees of a corporation owning or operating a brickyard to work more than ten hours in any one day or to commence work before seven o'clock in the morning, unless by agreement between employer and employee; or,

4. Who shall require the employees of a corporation operating a line of railroad of thirty miles in length or over, in whole or in part within this state to work contrary to the requirements of article one of the labor law, is guilty of a misdemeanor, and on conviction therefor shall be punished by a fine of not less than five hundred nor more than one thousand dollars for each offense. If any contractor with the state or a municipal corporation shall require more than eight hours for a day's labor, upon conviction therefor in addition to such fine, the contract shall be forfeited at the option of the municipal corporation.

Subdivision 1 of this section was held unconstitutional, in April, 1903, so far as it pertains to municipal corporations (*People v. Orange County Road Construction Co.*, 175 N. Y., 84). Cf. sections 3-4 of the Labor Law and notes thereto, *ante*.

§ 384i. **Payment of wages.**—A corporation or joint stock association or a person carrying on the business thereof, by lease or otherwise, who does not pay the wages of its employees in cash, weekly or monthly as provided in article one of the labor law, is guilty of a misdemeanor, and upon conviction therefor, shall be fined not less than twenty-five nor more than fifty dollars for each offense.

See sections 9 and 10 of the Labor Law, *ante*.

§ 384j. **Failure to furnish seats for female employees.**—Any person employing females in a factory or mercantile establishment who does not provide and maintain suitable seats for the use of such employees and permit the use thereof by such employees to such an extent as may be reasonable for the preservation of their health, is guilty of a misdemeanor.

See sections 17 and 170 of the Labor Law, *ante*.

§ 384k. **No fees to be charged for services rendered by free public employment bureaus.**—A person connected with or employed in a free public employment bureau, who shall charge or receive, directly or indirectly, any fee or compensation from any person applying to such bureau for help or employment, is guilty of a misdemeanor.

See section 40 of the Labor Law, *ante*.

§ 348-l. **Violations of provisions of labor law.**—Any person who violates or does not comply with:

1. The provisions of article six of the labor law, relating to factories;
2. The provisions of article seven of the labor law, relating to the manufacture of articles in tenements;
3. The provisions of article eight of the labor law, relating to bakeries and confectionery establishments, the employment of labor and the manufacture of flour or meal food products therein;



4. The provisions of article eleven of the labor law, relating to mercantile establishments, and the employment of women and children therein;

5. And any person who knowingly makes a false statement in or in relation to any application made for an employment certificate as to any matter required by article six and eleven of the labor law to appear in any affidavit, record, transcript or certificate therein provided for, is guilty of a misdemeanor and upon conviction shall be punished for a first offense by a fine of not less than twenty nor more than one hundred dollars; for a second offense by a fine of not less than fifty nor more than two hundred dollars, or by imprisonment for not more than thirty days or by both such fine and imprisonment; for a third offense by a fine of not less than two hundred and fifty dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment. [*As amended by L. 1903, ch. 380.*]

§ 384m. **Illegal practice of horseshoeing.**—A person who presents to a county clerk, for the purpose of registration, a certificate purporting to qualify him to practice horseshoeing in a city of the first or second class, which has been fraudulently obtained, or practices as a horseshoer in any such city without complying with the provisions of article twelve of the labor law, or violates or neglects to comply with any of such provisions, is guilty of a misdemeanor.

Held unconstitutional July, 1904 (*People v. Beattie*, 96 App Div. 383). See Article XIII of the Labor Law, *ante*.

Section 4. The following parts of acts are hereby repealed:

Laws of	Chapter.	Section
1870.....	385.....	4.
1871†.....	298.....	2.
1883.....	356.....	3.
1886.....	409.....	21, first appearing.
1887.....	529.....	2.
1889.....	381.....	2.
1890.....	388.....	2.
1890.....	394.....	8, 20.
1892.....	517.....	5.
1892.....	667.....	2.
1893.....	691.....	3.
1894.....	699.....	8.
1895.....	518.....	7.
1896.....	271.....	6.
1896.....	384.....	11.
1896.....	936.....	5.
1896.....	982.....	6.

(Became a law May 13, 1897, with the approval of the Governor.)

†So in original; intended for 1881.

## CHILD LABOR.

[NOTE.—The employment of children during the school sessions is regulated by Title XVI of the Consolidated School Law, known as the Compulsory Education Law, printed below.

The employment of children in factories is regulated by Article VI of the Labor Law, ante; in stores, hotels, offices, etc., by Article XI, ante, and in the selling of newspapers by Article XII, ante.

Chapter III of Title X of the Penal Code (sections 287-293), entitled Abandonment and other Acts of Cruelty to Children contains provisions relative to the employment of children in occupations dangerous to health or morals. Certain of these sections are printed below. See further sec. 418 of the Penal Code (p. 168, post), prohibiting the employment of minors as telegraph operators on railroads; and the Liquor Tax Law (L. 1896, ch. 112, § 31-f) forbidding girls to sell or serve liquors.

As to registration of births, from which evidence of a child's attainment of the legal age of employment is derived, see Public Health Law (L. 1893, ch. 661, § 22, as amended by L. 1905, ch. 392).]

### EDUCATIONAL REQUIREMENTS.

LAWS OF 1894, CHAPTER 671, KNOWN AS THE COMPULSORY EDUCATION LAW,\*  
AND CONSTITUTING TITLE XVI OF THE CONSOLIDATED SCHOOL LAW.

Section 1. Short title.—This chapter shall be known as the compulsory education law.

§ 2. Definitions.—When used in this act, the term school authorities means the trustees, or board of education, or corresponding officers, whether one or more, and by whatever name known, of a city, union free school district, common school district, or school district created by special law; the term persons in parental relation to a child, includes the parents, guardians or other persons, whether one or more, lawfully having the care, custody or control of such child. A child under sixteen years of age, required by the persons in parental relation to such a child to attend upon lawful instruction at a school or elsewhere, upon which such child is entitled to attend, is lawfully required to attend such school. A child between eight and sixteen years of age, who is required by law to attend upon instruction, and is required by the persons in parental relation to such child to attend upon lawful instruction at school or elsewhere upon which such child is entitled to attend, is lawfully required to attend upon such instruction, and if not required by the persons in parental relation to such child to attend upon any instruction, is lawfully required to attend a public school. [As amended by L. 1903, ch. 459.]

§ 3. Required attendance upon instruction.—Every child between eight and sixteen years of age, in proper physical and mental condition to attend school, shall regularly attend upon instruction at a school in which at least six common school branches of reading, spelling, writing, arithmetic, English grammar and geography are taught, or upon equivalent instruction by a competent teacher elsewhere than at a school, as follows: Every such child between fourteen and sixteen years of age, not regularly and lawfully engaged in any useful employment or service, and every such child between eight and

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\*Derived from L. 1874, ch. 421. A similar law exists for Indian children (L. 1904, ch. 424, printed in part in the Commissioner of Labor's Report for 1904, p. 92).

fourteen years of age, shall so attend upon instruction as many days annually, during the period between the first days of October and the following June, as the public school of the district or city in which such child resides shall be in session during the same period. Every boy between fourteen and sixteen years of age, who is engaged in any useful employment or service in a city of the first class or a city of the second class and who has not completed such course of study as is required for graduation from the elementary public schools of such city, and who does not hold either a certificate of graduation from the public elementary school or the preacademic certificate issued by the regents of the university of the state of New York or the certificate of the completion of an elementary school issued by the department of public instruction, shall attend the public evening schools of such city, or other evening schools offering an equivalent course of instruction, for not less than six hours each week for a period of not less than sixteen weeks in each school year or calendar year. If any such child shall so attend upon the instruction elsewhere than at a public school, such instruction shall be at least substantially equivalent to the instruction given to children of like age at the public school of the city or district in which such child resides; and such attendance shall be for at least as many hours of each day thereof as are required of children of like age at public schools; and no greater total amount of holidays and vacations shall be deducted from such attendance during the period such attendance is required than is allowed in such public schools to children of like age. Occasional absences from such attendance, not amounting to irregular attendance in the fair meaning of the term, shall be allowed upon such excuses only as would be allowed in like cases by the general rules and practice of such public school. [*As amended by L. 1896, ch. 606, and L. 1903, ch. 459.*]

§ 4. **Duties of persons in parental relation to children.**—Every person in parental relation to a child between eight and sixteen years of age, in proper physical and mental condition to attend school, shall cause such child to so attend upon instruction, or shall present to the school authorities of his city or district proof by affidavit that he is unable to compel such child to so attend. A violation of this section shall be a misdemeanor, punishable for the first offense by a fine not exceeding five dollars, and for each subsequent offense by a fine not exceeding fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment. Courts of special sessions and police magistrates shall, subject to removal as provided in sections fifty-seven and fifty-eight of the code of criminal procedure, have exclusive jurisdiction in the first instance to hear, try and determine charges of violations of this section within their respective jurisdictions. [*As amended by L. 1896, ch. 606, and L. 1903, ch. 459.*]

§ 5. **Persons employing children unlawfully to be fined.**—It shall be unlawful for any person, firm or corporation to employ any child under fourteen years of age, in any business or service whatever, during any part of the term during which the public schools of the district in which the child resides are in session; or to employ any child between fourteen and sixteen years of age who does not, at the time of such employment, present a certificate signed by the superintendent of schools or by the principal or the principal teacher of the city or district in which the child resides or by the principal or the principal teacher of the school where the child has attended or is attending, or by

such other officer as the school authorities may designate, certifying that such child during the twelve months next preceding his fourteenth birthday or during the twelve months next preceding his application for such certificate, has attended for not less than one hundred and thirty days the public schools, or schools having an elementary course equivalent thereto, in such city or district and that such child can read and write easy English prose and is familiar with the fundamental operations of arithmetic; or to employ, in a city of the first class or a city of the second class, any child between fourteen and sixteen years of age who has not completed such course of study as the public elementary schools of such city require for graduation from such schools and who does not hold either a certificate of graduation from the public elementary school or the preacademic certificate issued by the regents of the university of the state of New York or the certificate of the completion of an elementary school issued by the department of public instruction, unless the employer of such child, if a boy, shall keep and shall display in the place where such child is employed and shall show whenever so requested by any attendance officer, factory inspector, or representative of the police department, a certificate signed by the school authorities or such school officers in said city as said school authorities shall designate, which school authorities, or officers designated by them, are hereby required to issue such certificates to those entitled to them not less frequently than once in each month during which said evening school is in session and at the close of the session of said evening school, stating that said child has been in attendance upon said evening school for not less than six hours each week for such number of weeks as will, when taken in connection with the number of weeks such evening school will be in session during the remainder of the current or calendar year, make up a total attendance on the part of said child in said evening school of not less than six hours per week for a period of not less than sixteen weeks, and any person who shall employ any child contrary to the provisions of this section or who shall fail to keep and display certificates as to the attendance of employees in evening schools when such attendance is required by law shall, for each offense, forfeit and pay to the treasurer of the city or village, or to the supervisor of the town in which such child resides, a penalty of fifty dollars, the same, when paid, to be added to the public school moneys of the city, village or district in which such child resides. [*As amended by L. 1903, ch. 459, and L. 1905, ch. 280, and in force April 22, 1905.*]

Constitutionality of statute affirmed in *City of N. Y. v. Chelsea Jute Mills*, 43 Misc. 266 (March, 1904).

§ 6. Teachers' records of attendance.—An accurate record of the attendance of all children between eight and sixteen years of age shall be kept by the teacher of every school, showing each day by the year, month, day of the month and day of the week, such attendance, and the number of hours in each day thereof; and each teacher upon whose instruction any such child shall attend elsewhere than at school, shall keep a like record of such attendance. Such records shall, at all times, be open to the attendance officers or other persons duly authorized by the school authorities of the city or district, who may inspect or copy the same; and every such teacher shall fully answer all inquiries lawfully made by such authorities, inspectors or other persons, and a willful neglect or refusal so to answer any such inquiry shall be a misdemeanor. [*As amended by L. 1903, ch. 459.*]

§ 7. **Attendance officers.**—The school authorities of each city, union free school district, or common school district whose limits include in whole or in part an incorporated village, shall appoint and may remove at pleasure one or more attendance officers of such city or district, and shall fix their compensation and may prescribe their duties not inconsistent with this act, and make rules and regulations for the performance thereof; and the superintendent of schools shall supervise the enforcement of this act within such city or school district; and the town board of each town shall appoint, subject to the written approval of the school commissioner of the district, one or more attendance officers, whose jurisdiction shall extend over all school districts in said town, and which are not by this section otherwise provided for, and shall fix their compensation, which shall be a town charge; and such attendance officers, appointed by said board, shall be removable at the pleasure of the school commissioner in whose commissioner's district such town is situated. [*As amended by L. 1896, ch. 606, L. 1903, ch. 459, and L. 1905, ch. 280.*]

§ 8. **Arrest of truants.**—The attendance officer may arrest without warrant any child between eight and sixteen years of age found from his home, and who then is a truant from instruction upon which he is lawfully required to attend within the city or district of such attendance officer. He shall forthwith deliver the child so arrested either to the custody of a person in parental relation to the child, or of a teacher from whom such child is then a truant, or, in case of habitual and incorrigible truants, shall bring them before a police magistrate for commitment by him to a truant school as provided for in the next section. The attendance officer shall promptly report such arrest, and the disposition made by him of such child to the school authorities of the said city, village or district where such child is lawfully required to attend upon instruction or to such person as they may direct. A truant officer in the performance of his duties may enter, during business hours any factory, mercantile or other establishment within the city or school district in which he is appointed and shall be entitled to examine employment certificates or registry of children employed therein on demand. Any person interfering with an attendance officer in the lawful discharge of his duties and any person owning or operating a factory, mercantile or other establishment who shall refuse on demand to exhibit to such attendance officer the registry of children employed or the employment certificate of such children shall be guilty of a misdemeanor. [*As amended by L. 1896, ch. 606, L. 1903, ch. 459, and L. 1905, ch. 311, in force April 22, 1905.*]

As to arrest of truants, see also Code of Criminal Procedure, §§ 887-888.

§ 9. **Truant schools.**—The school authorities of any city or school district may establish schools, or set apart separate rooms in public school buildings, for children between eight and sixteen years of age, who are habitual truants from instruction upon which they are lawfully required to attend, or who are insubordinate or disorderly during their attendance upon such instruction, or irregular in such attendance. Such school or rooms shall be known as a truant school; but no person convicted of crimes or misdemeanors, other than truancy, shall be committed thereto. Such authorities may provide for the confinement, maintenance and instruction of such children in such schools; and they, or the superintendent of schools in any city or school district, may, after reasonable notice to such child and the persons in parental relation to such child, and an opportunity for them to be heard, and with the consent in

writing of the persons in parental relation to such child, order such child to attend such school, or to be confined and maintained therein, under such rules and regulations as such authorities may prescribe, for a period not exceeding two years; but in no case shall a child be so confined after he is sixteen years of age. Such authorities may order such a child to be confined and maintained during such period in any private school, orphans' home or similar institution controlled by persons of the same religious faith as the persons in parental relation to such child, and which is willing and able to receive, confine and maintain such child, upon such terms as to compensation as may be agreed upon between such authorities and such private school, orphans' home or similar institution. If the persons in parental relation to such child shall not consent to either such order, such conduct of the child shall be deemed disorderly conduct, and the child may be proceeded against as a disorderly person, and upon conviction thereof, if the child was lawfully required to attend a public school, the child shall be sentenced to be confined and maintained in such truant school for a period not exceeding two years; or if such child was lawfully required to attend upon instruction otherwise than at a public school, the child may be sentenced to be confined and maintained for a period not exceeding two years in such private school, orphans' home or other similar institution, if there be one, controlled by persons of the same religious faith as the persons in parental relation to such child, which is willing and able to receive, confine and maintain such child for a reasonable compensation. Such confinement shall be conducted with a view to the improvement and to the restoration, as soon as practicable, of such child to the institution elsewhere, upon which he may be lawfully required to attend. The authorities committing any such child, and in cities and villages the superintendent of schools therein, shall have authority, in their discretion, to parole at any time any truant so committed by them. Every child suspended from attendance upon instruction by the authorities in charge of furnishing such instruction, for more than one week, shall be required to attend such truant school during the period of such suspension. The school authorities of any city or school district, not having a truant school, may contract with any other city or district having a truant school, for the confinement, maintenance and instruction therein of children whom such school authorities might require to attend a truant school, if there were one in their own city or district. Industrial training shall be furnished in every such truant school. The expense attending the commitment and cost of maintenance of any truant residing in any city, village or district, employing a superintendent of schools shall be a charge against such city, village or district, and in all other cases shall be a county charge. [*As amended by L. 1896, ch. 606, L. 1903, ch. 459, and L. 1905, ch. 280, in force April 22, 1905.*]

§ 10. Withholding the state moneys by commissioner of education.—The commissioner of education may withhold one-half of all public school moneys from any city or district, which, in his judgment, wilfully omits and refuses to enforce the provisions of this act, after due notice, so often and so long as such wilful omission and refusal shall, in his judgment continue. If the provisions of this act are complied with at any time within one year from the date on which said moneys were withheld, the moneys so withheld shall be paid over by said commissioner of education to such district or city, otherwise forfeited to the state. The said commissioner of education is hereby author-

ized and empowered to employ such assistants as he may deem necessary to properly carry this act into effect. He may remove such assistants from time to time and appoint their successors. He shall fix their salaries and under his direction such assistants shall investigate the extent to which this act is complied with in the cities and school districts of the state, and make such reports, and perform such other duties as the said commissioner shall determine. Such assistants shall be paid, in addition to their salaries, their necessary traveling and other expenses incurred in the discharge of their official duties, to be audited by the commissioner of education. [*As amended by L. 1905, ch. 280, in force April 22, 1905.*]

§ 11. All acts or parts of acts inconsistent with this act are hereby repealed.

§ 12. This act shall take effect January first, eighteen hundred and ninety-five.

§ 13. This chapter shall be known as title sixteen of the "Consolidated School Law."

#### CERTAIN EMPLOYMENTS OF CHILDREN PROHIBITED.

##### PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 292. A person who employs or causes to be employed, or who exhibits, uses, or has in custody, or trains for the purpose of the exhibition, use or employment, of, any child actually or apparently under the age of sixteen years; or who having the care, custody or control of such a child as parent, relative, guardian, employer, or otherwise, sells, lets out, gives away, so trains, or in any way procures or consents to the employment, or to such training, or use, or exhibition of such child; or who neglects or refuses to restrain such child from such training, or from engaging or acting, either

1. As a rope or wire walker, gymnast, wrestler, contortionist, rider or acrobat; or upon any bicycle or similar mechanical vehicle or contrivance; or,

2. In begging or receiving or soliciting alms in any manner or under any pretense, or in any mendicant occupation; or in gathering or picking rags, or collecting cigar stumps, bones or refuse from markets; or in peddling; or

3. In singing; or dancing; or playing upon a musical instrument; or in a theatrical exhibition; or in any wandering occupation; or,

4. In any illegal, indecent or immoral exhibition or practice; or in the exhibition of any such child when insane, idiotic, or when presenting the appearance of any deformity or unnatural physical formation or development; or

5. In any practice or exhibition or place dangerous or injurious to the life, limb, health or morals of the child, is guilty of a misdemeanor. But this section does not apply to the employment of any child as a singer or musician in a church, school or academy; or in teaching or learning the science or practice of music; or as a musician in any concert or in a theatrical exhibition, with the written consent of the mayor of the city, or the president of the board of trustees of the village where such concert or exhibition takes place. Such consent shall not be given unless forty-eight hours' previous notice of the application shall have been served in writing upon the society mentioned in section two hundred and ninety-three of the penal code, if there be one within the county, and a hearing had thereon if requested, and shall be revocable at the will of the authority giving it. It shall specify the name of the child, its age, the names and residence of its parents or guardians, the nature, time,

duration and number of performances permitted, together with the place and character of the exhibition. But no such consent shall be deemed to authorize any violation of the first, second, fourth or fifth subdivisions of this section. [As amended by L. 1884, ch. 46, L. 1886, ch. 31, and L. 1892, ch. 309.]

Not unconstitutional as an infringement of the parents' rights or the rights of the child: 8 N. Y. Cr. 383; *People v. Ewer*, 141 N. Y. 129.

§ 292-a. [Imposes penalty for sending a messenger boy to an unlicensed saloon or disorderly house on any errand except to deliver telegrams at the door.]

§ 291. Children not to beg, et cetera.—Any child actually or apparently under the age of sixteen years who is found:

1. Begging or receiving or soliciting alms, in any manner or under any pretense; or gathering or picking rags, or collecting cigar stumps, bones or refuse from markets; or

5. Coming within any of the descriptions of children mentioned in section two hundred and ninety-two, must be arrested and brought before a proper court or magistrate, who may commit the child to any incorporated charitable reformatory, or other institution, and when practicable, to such as is governed by persons of the same religious faith as the parents of the child, or may make any disposition of the child such as now is, or hereafter may be authorized in the cases of vagrants, truants, paupers or disorderly persons, but such commitment shall, so far as practicable, be made to such charitable or reformatory institutions. \* \* \* [As amended by L. 1886, ch. 31, and L. 1888, ch. 145.]

§ 292b. Taking apprentice without consent of guardian.—A person who takes an apprentice without having first obtained the consent of his legal guardian or unless a written agreement has been entered into as prescribed by law, is guilty of a misdemeanor. [Added by L. 1893, ch. 692.]

For the law regulating apprenticeship, see pages 173-175, *post*.

#### PAYMENT OF WAGES TO MINORS.

LAWS OF 1896, CHAPTER 272: THE DOMESTIC RELATIONS LAW, CHAP. 48 OF THE GENERAL LAWS.

§ 42. Payment of wages to minor; when valid.—Where a minor is in the employment of a person other than his parent or guardian, payment to such minor of his wages is valid, unless such parent or guardian notify the employer in writing, within thirty days after the commencement of such service, that such wages are claimed by such parent or guardian, but whenever such notice is given at any time payments to the minor shall not be valid for services rendered thereafter.



## HOURS OF LABOR.\*

### DRUG CLERKS IN NEW YORK CITY.

#### LAWS OF 1900, CHAPTER 453.

AN ACT for the regulation of the working hours of pharmacists and drug clerks in cities of one million or more inhabitants

Section 1. No pharmacist or drug clerk employed in any pharmacy or drug store shall be required or permitted to work more than seventy hours per week. Nothing in this section shall prohibit the working six hours overtime during any week, for the purpose of making a shorter succeeding week, provided, however, that the aggregate number of hours in any such two weeks, shall not exceed one hundred and thirty-six hours. The working hours per day shall be consecutive, allowing one hour for each meal. The hours shall be so arranged that an employee shall be entitled to and shall receive at least one full day off in two consecutive weeks.

§ 2. No proprietor of any drug store shall require or permit any clerk to sleep in any room or apartment in or connected with such store, which does not comply with the sanitary regulations of the local board of health.

§ 3. A failure to comply with any of the provisions of this act shall be deemed a misdemeanor.

§ 4. This act shall apply to cities of one million or more inhabitants.

§ 5. This act shall take effect immediately.

Accepted by the city; became a law April 14, 1900, with the approval of the Governor.

### PUBLIC HOLIDAYS.

LAWS OF 1892. CHAPTER 677, BEING THE STATUTORY CONSTRUCTION LAW AND CONSTITUTING CHAPTER I OF THE GENERAL LAWS.

§ 24. Public holidays; half holidays.—The term holiday includes the following days in each year; the first day of January, known as new year's day; the twelfth day of February, known as Lincoln's birthday; the twenty-second day of February, known as Washington's birthday; the thirtieth day of May, known as memorial day; the fourth day of July, known as independence day; the first Monday of September, known as labor day, and the twenty-fifth day of December, known as Christmas day, and if either of such days is Sunday, the next day thereafter; each general election day and each day appointed by the president of the United States or by the governor of this state as a day of general thanksgiving, general fasting and prayer, or other general religious observances. The term, half holiday, includes the period from noon to midnight of each Saturday which is not a holiday. The days and half days aforesaid shall be considered as the first day of the week, commonly called Sunday, and as public holidays or half holidays, for all purposes whatsoever as regards the transaction of business in the public offices of this state, or counties of this state. On all other days and half days, excepting Sundays, such offices shall be kept open for the transaction of business. Where a contract by its terms requires the payment of money or the performance of a condition on a public holiday, such payment may be made or condition

\*Most of the legal restrictions upon the hours of labor are to be found in the Labor Law (Articles I, VI, VIII and XI, ante). See also under "Public Work," post.

performed on the next business day succeeding such holiday, with the same force and effect as if made or performed in accordance with the terms of the contract. [*As amended by L. 1897, ch. 614, and L. 1902, ch. 39.*]

#### SUNDAY LABOR.

##### PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 263. **Servile labor.**—All labor on Sunday is prohibited, excepting the works of necessity or charity. In works of necessity or charity is included whatever is needful during the day for the good order, health or comfort of the community. [*As amended by L. 1883, ch. 358.*]

§ 264. **Persons observing another day as a Sabbath.**—It is a sufficient defense to a prosecution for work or labor on the first day of the week, that the defendant uniformly keeps another day of the week as holy time, and does not labor on that day, and that the labor complained of was done in such a manner as not to interrupt or disturb other persons in observing the first day of the week as holy time. [*As amended by L. 1885, ch. 519.*]

§ 266. **Trades, manufactures and mechanical employments.**—All trades, manufactures, agricultural or mechanical employments upon the first day of the week are prohibited, except that when the same are works of necessity they may be performed on that day in their usual and orderly manner, so as not to interfere with the repose and religious liberty of the community. [*As amended by L. 1883, ch. 358.*]

§ 267. **Public traffic.**—All manner of public selling or offering for sale of any property on Sunday is prohibited, except that articles of food may be sold and supplied at any time before ten o'clock in the morning, and except also that meals may be sold to be eaten on the premises where sold or served elsewhere by caterers; and prepared tobacco, milk, ice and soda water in places other than where spirituous or malt liquors or wines are kept or offered for sale, and fruit, flowers, confectionery, newspapers, drugs, medicines and surgical appliances may be sold in a quiet and orderly manner at any time of the day. The provisions of this section, however, shall not be construed to allow or permit the public sale or exposing for sale or delivery of uncooked flesh foods, or meats, fresh or salt, at any hour or time of the day. [*As amended by L. 1883, ch. 358; L. 1896, ch. 648; L. 1901, ch. 392.*]

#### An Act to Regulate Barbering on Sunday.

##### LAWS OF 1895, CHAPTER 823.

Section 1. Any person who carries on or engages in the business of shaving, haircutting or other work of a barber on the first day of the week, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than five dollars; and upon a second conviction for a like offense shall be fined not less than ten dollars and not more than twenty-five dollars, or be imprisoned in the county jail for a period of not less than ten days, nor more than twenty-five days, or be punishable by both such fine and such imprisonment at the discretion of the court or magistrate; provided, that in the city of New York, and the village of Saratoga Springs, barber shops or other places where a barber is engaged in shaving, hair cutting or other work of a barber, may be kept open, and the work of a barber may be performed therein until one o'clock of the afternoon of the first day of the week.

§ 2. This act shall take effect on the first day of June eighteen hundred and ninety-five.

Statute held to be constitutional, *People v. Haynor*, 179 N. Y. 195.

## DUTIES AND LIABILITIES OF EMPLOYERS AND EMPLOYEES.

### THE EMPLOYERS' LIABILITY ACT.

#### LAWS OF 1902, CHAPTER 600.

An Act to extend and regulate the liability of employers to make compensation for personal injuries suffered by employees.

**Liability defined.**—Section 1. Where, after this act takes effect, personal injury is caused to an employee who is himself in the exercise of due care and diligence at the time:

1. By reason of any defect in the condition of the ways, works or machinery connected with or used in the business of the employer which arose from or had not been discovered or remedied owing to the negligence of the employer or of any person in the service of the employer and entrusted by him with the duty of seeing that the ways, works or machinery were in proper condition;

2. By reason of the negligence of any person in the service of the employer entrusted with and exercising superintendence whose sole or principal duty is that of superintendence, or in the absence of such superintendent, of any person acting as superintendent with the authority or consent of such employer; the employee, or in case the injury results in death, the executor or administrator of a deceased employee who has left him surviving a husband, wife or next of kin, shall have the same right of compensation and remedies against the employer as if the employee had not been an employee of nor in the service of the employer nor engaged in his work. The provisions of law relating to actions for causing death by negligence, so far as the same are consistent with this act, shall apply to an action brought by an executor or administrator of a deceased employee suing under the provisions of this act.

The effect of this provision (subd. 2) is to take from the employer the defense of co-employment where the injury results through the negligence of one whose sole or principal duty is that of superintendence: *Bellegarde v. Union Bag and Paper Co.*, 90 App. Div. 577; *aff'd*, March 14, 1905, 181 N. Y., mem.

The act does not take away rights existing under the Labor Law or at common law: *Gmaehle v. Rosenberg*, 40 Misc. 267; *aff'd*, 178 N. Y. 147.

**Notice.**—§ 2. No action for recovery of compensation for injury or death under this act shall be maintained unless notice of the time, place and cause of the injury is given to the employer within one hundred and twenty days and the action is commenced within one year after the occurrence of the accident causing the injury or death. The notice required by this section shall be in writing and signed by the person injured or by some one in his behalf, but if from physical or mental incapacity it is impossible for the person injured to give notice within the time provided in said section, he may give the same within ten days after such incapacity is removed. In case of his death without having given such notice, his executor or administrator may give such notice within sixty days after his appointment, but no notice under the provisions of this section shall be deemed to be invalid or insufficient solely by reason of any inaccuracy in stating the time, place or cause of the injury if it be shown that there was no intention to mislead and that the party entitled to notice was not in fact misled thereby. The notice required by this section shall be served on the employer or if there is more than one employer, upon one of such employers,

and may be served by delivering the same to or at the residence or place of business of the person on whom it is to be served. The notice may be served by post by letter addressed to the person on whom it is to be served, at his last known place of residence or place of business and if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post. When the employer is a corporation, notice shall be served by delivering the same or by sending it by post addressed to the office or principal place of business of such corporation.

**Assumption of risk; continuing in service.**—§ 3. An employee by entering upon or continuing in the service of the employer shall be presumed to have assented to the necessary risks of the occupation or employment and no others. The necessary risks of the occupation or employment shall, in all cases arising after this act takes effect be considered as including those risks, and those only, inherent in the nature of the business which remain after the employer has exercised due care in providing for the safety of his employees, and has complied with the laws affecting or regulating such business or occupation for the greater safety of such employees. In an action maintained for the recovery of damages for personal injuries to an employee received after this act takes effect, owing to any cause for which the employer would otherwise be liable, the fact that the employee continued in the service of the employer in the same place and course of employment after the discovery by such employee, or after he had been informed of, the danger of personal injury therefrom, shall not, as a matter of law, be considered as an assent by such employee to the existence or continuance of such risks of personal injury therefrom, or as negligence contributing to such injury. The question whether the employee understood and assumed the risk of such injury, or was guilty of contributory negligence, by his continuance in the same place and course of employment with knowledge of the risk of injury shall be one of fact, subject to the usual powers of the court in a proper case to set aside a verdict rendered contrary to the evidence. An employee, or his legal representative, shall not be entitled under this act to any right of compensation or remedy against the employer in any case where such employee knew of the defect or negligence which caused the injury and failed, within a reasonable time, to give, or cause to be given, information thereof to the employer, or to some person superior to himself in the service of the employer who had intrusted to him some general superintendence, unless it shall appear on the trial that such defect or negligence was known to such employer, or superior person, prior to such injuries to the employee.

**Contribution to insurance fund.**—§ 4. An employer who shall have contributed to an insurance fund created and maintained for the mutual purpose of indemnifying an employee for personal injuries, for which compensation may be recovered under this act, or to any relief society or benefit fund created under the laws of this state, may prove in mitigation of damages recoverable by an employee under this act such proportion of the pecuniary benefit which has been received by such employee from such fund or society on account of such contribution of employer, as the contribution of such employer to such fund or society bears to the whole contribution thereto.

At common law a contract whereby an employee waives his claims for compensation in case of personal injury arising from the negligence of the employer is void and of no effect: *Johnston v. Fargo*, 98 App. Div. 436 (Nov., 1904).

**Existing rights of action.**—§ 5. Every existing right of action for negligence or to recover damages for injuries resulting in death is continued and nothing in this act contained shall be construed as limiting any such right of action, nor shall the failure to give the notice provided for in section two of this act be a bar to the maintenance of a suit upon any such existing right of action.

**When in effect.**—§ 6. This act shall take effect July first, nineteen hundred and two.

Became a law April 15, 1902, with the approval of the Governor.

#### DAMAGES FOR INJURIES CAUSING DEATH.

##### ARTICLE I OF THE CONSTITUTION.

Section 18. The right of action now existing to recover damages for injuries resulting in death shall never be abrogated; and the amount recoverable shall not be subject to any statutory limitation.

##### CODE OF CIVIL PROCEDURE.

§ 1902. The executor or administrator of a decedent, who has left, him or her surviving, a husband, wife, or next of kin, may maintain an action to recover damages for a wrongful act, neglect, or default, by which the decedent's death was caused, against a natural person who, or a corporation which, would have been liable to an action in favor of the decedent, by reason thereof, if death had not ensued. Such an action must be commenced within two years after the decedent's death.

#### CRIMINAL LIABILITY FOR NEGLIGENCE.

##### PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 195. **Negligent use of machinery, et cetera.**—A person who, by any act of negligence or misconduct in a business or employment in which he is engaged, or in the use or management of any machinery, animals, or property of any kind, intrusted to his care, or under his control, or by any unlawful, negligent or reckless act, not specified by or coming within the foregoing provisions of this chapter, or the provisions of some other statute, occasions the death of a human being, is guilty of manslaughter in the second degree.

§ 199. **Liability of persons in charge of steam engines.**—An engineer or other person, having charge of a steam boiler, steam engine, or other apparatus for generating or applying steam, employed in a boat or railway, or in a manufactory, or in any mechanical works, who willfully, or from ignorance or gross neglect, creates or allows to be created, such an undue quantity of steam as to burst the boiler, engine, or apparatus, or to cause any other accident, whereby the death of a human being is produced, is guilty of manslaughter in the second degree.

§ 362. **Mismanagement of steam boilers.**—An engineer or other person having charge of a steam boiler, steam engine, or other apparatus for generating or employing steam, employed in a railway, manufactory, or other mechanical works, who, willfully or from ignorance or gross neglect, creates or allows to be created such an undue quantity of steam as to burst the boiler, engine or apparatus, or cause any other accident whereby human life is endangered, is guilty of a misdemeanor.

See also sections 360 and 361.

## EMPLOYEES NOT TO DISPOSE OF MATERIAL FURNISHED.

LAWS OF 1881, CHAPTER 419.

AN ACT to prohibit the pawning or fraudulent conversion of material in the hands of operatives for manufacture.

Section 1. Unlawful to sell, etc., property furnished to be manufactured; punishment.—Any person who shall wilfully pawn, pledge, sell or convert to his or her own use any material furnished to him or her for the purpose of being manufactured, if the same be of the value of more than twenty-five dollars, shall, upon conviction thereof, be adjudged guilty of grand larceny, and imprisoned in a state prison for a term not exceeding five years, but if the same be of the value of twenty-five dollars or under, he or she shall, upon conviction, be adjudged guilty of petit larceny, and be punished by imprisonment in a county jail not exceeding six months, or by fine not exceeding one hundred dollars, or by both such fine and imprisonment.

§ 2. Act not to discharge mechanics' lien.—Nothing in this act contained shall be deemed or held to discharge any mechanic's lien, or right of lien in favor of any employee as now recognized by law.

## CORRUPT INFLUENCING OF AGENTS, EMPLOYEES OR SERVANTS.

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 384-r. Whoever gives, offers or promises to an agent, employee or servant, any gift or gratuity whatever, without the knowledge and consent of the principal, employer or master of such agent, employee or servant, with intent to influence his action in relation to his principal's, employer's or master's business; or an agent, employee or servant who without the knowledge and consent of his principal, employer or master, requests or accepts a gift or gratuity or a promise to make a gift or to do an act beneficial to himself, under an agreement or with an understanding that he shall act in any particular manner to his principal's, employer's or master's business; or an agent, employee or servant, who, being authorized to procure materials, supplies or other articles either by purchase or contract for his principal, employer or master, or to employ service or labor for his principal, employer or master, receives directly or indirectly, for himself or for another, a commission, discount or bonus from the person who makes such sale or contract, or furnishes such materials, supplies or other articles, or from a person who renders such service or labor; and any person who gives or offers such an agent, employee or servant such commission, discount or bonus shall be guilty of a misdemeanor and shall be punished by a fine of not less than ten dollars nor more than five hundred dollars, or by such fine and by imprisonment for not more than one year. [*Added by L. 1905, ch. 136, in force Sept. 1, 1905.*]

*Cf. section 447-f, "Bribery of labor representatives," p. 196. post.*

## POLITICAL AND LEGAL RIGHTS AND PRIVILEGES OF WORKINGMEN.

### ALLOWING TIME FOR EMPLOYEES TO VOTE WITHOUT LOSS OF PAY.

LAWS OF 1896, CHAPTER 909, BEING THE ELECTION LAW AND CONSTITUTING CHAPTER VI OF THE GENERAL LAWS.

Section 109. Any person entitled to vote at a general election held within this state, shall[,] on the day of such election, be entitled to absent himself from any service or employment in which he is then engaged or employed, for a period of two hours, while the polls of such election are open. If such elector shall notify his employer, before the day of such election, of such intended absence, and if thereupon two successive hours for such absence shall be designated by the employer, and such absence shall be during such designated hours, or if the employer[,] upon the day of such notice, makes no designation, and such absence shall be during any two consecutive hours while such polls are open, no deduction shall be made from the usual salary or wages of such elector, and no other penalty shall be imposed upon him by his employer by reason of such absence. This section shall be deemed to include all employees of municipalities.

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 41f. Refusal to permit employees to attend election.—A person or corporation who refuses to an employee entitled to vote at an election or town meeting, the privilege of attending thereat, as provided by the election law, or subjects such employee to a penalty or reduction of wages because of the exercise of such privilege, is guilty of a misdemeanor. [*Amended by L. 1892, ch. 693.*]

### TO PREVENT EMPLOYERS FROM COERCING EMPLOYEES IN THEIR EXERCISE OF THE SUFFRAGE.

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 41-s. Any person or corporation who directly or indirectly: \* \* \*

3. Being an employer[,] pays his employee the salary or wages due in "pay envelopes" upon which there is written or printed any political motto, device or argument containing threats, express or implied, intended or calculated to influence the political opinions or actions of such employees, or within ninety days of a general election puts or otherwise exhibits in the establishment or place where his employees are engaged in labor, any handbill or placard containing any threat, notice or information that if any particular ticket or candidate is elected or defeated, work in his place or establishment will cease, in whole or in part, his establishment be closed up, or the wages of his employees reduced, or other threats, express or implied, intended or calculated to influence the political opinions or actions of his employees, is guilty of a misdemeanor, and if a corporation shall in addition forfeit its charter. [*L. 1892, ch. 693, as amended by L. 1894, ch. 714, and L. 1901, ch. 371.*]

**EXEMPTION OF MECHANICS' TOOLS, WAGES, ETC., FROM ATTACHMENT.****CODE OF CIVIL PROCEDURE (CHAPTER 13, TITLE 2, ARTICLE I).**

§ 1390. The following personal property, when owned by a householder is exempt from levy and sale by virtue of an execution, and each movable article thereof continues to be so exempt, while the family, or any of them, are removing from one residence to another:

1. All spinning wheels, weaving looms, and stoves, put up or kept for use in a dwelling house; and one sewing machine with its appurtenances.

2. The family bible, family pictures and school books, used by or in the family; and other books, not exceeding in value fifty dollars, kept and used as part of the family library.

3. A seat or pew, occupied by the judgment debtor or the family, in a place of public worship.

4. Ten sheep, with their fleeces, and the yarn or cloth manufactured therefrom; one cow; two swine; the necessary food for those animals; all necessary meat, fish, flour, groceries, and vegetables, actually provided for family use, and necessary fuel, oil and candles, for the use of the family for sixty days.

5. All wearing apparel, beds, bedsteads and bedding, necessary for the judgment debtor and the family; all necessary cooking utensils; one table; six chairs; six knives; six forks; six spoons; six plates; six tea cups; six saucers; one sugar dish; one milk pot; one tea pot; one crane and its appendages; one pair of andirons; one coal scuttle; one shovel; one pair of tongs; one lamp and one candlestick.

6. The tools and implements of a mechanic, necessary to the carrying on of his trade, not exceeding in value twenty-five dollars. [*As amended by L. 1891, ch. 112.*]

Authorizing the garnisheeing of wages to satisfy debts for necessities.—

§ 1391. In addition to the exemptions, allowed by the last section, necessary household furniture, working tools and team, professional instruments, furniture and library, not exceeding in value two hundred and fifty dollars, together with the necessary food for the team, for ninety days, are exempt from levy and sale by virtue of an execution, when owned by a person, being a householder, or having a family for which he provides, except where the execution is issued upon a judgment, recovered wholly upon one or more demands, either for work performed in the family as a domestic or for the purchase money, of one or more articles, exempt as prescribed in this or the last section. Where a judgment has been recovered wholly for necessities sold, or work performed in a family as a domestic, or for services rendered for salary owing to an employee of the judgment debtor, and where an execution issued upon said judgment has been returned wholly or partly unsatisfied, and where any wages, debts, earnings, salary, income from trust funds or profits are due and owing to the judgment debtor or shall thereafter become due and owing to him, to an amount exceeding twelve dollars per week, and where no execution issued as hereafter provided for in this section is unsatisfied and outstanding against said judgment debtor, the judgment creditor may apply to the court in which said judgment was recovered or the court having jurisdiction of the same without notice to the judgment debtor and upon satisfactory proof of such facts by affidavits or otherwise, the court, if a court not of record, a judge or justice thereof, must



issue, or if a court of record, a judge or justice, must grant an order directing that an execution issue against the wages, debt, earnings, salary, income from trust funds or profits of said judgment debtor, and on presentation of such execution by the officer to whom delivered for collection to the person or persons from whom such wages, debts, earnings, salary, income from trust funds or profits are due and owing, or may thereafter become due and owing to the judgment debtor, said execution shall become a lien and a continuing levy upon the wages, earnings, debts, salary, income from trust funds or profits due or to become due to said judgment debtor to the amount specified therein which shall not exceed ten per centum thereof, and said levy shall be a continuing levy until said execution and the expenses thereof are fully satisfied and paid or until modified as hereinafter provided. It shall be the duty of any person or corporation, municipal or otherwise, to whom said execution shall be presented, and who shall at such time be indebted to the judgment debtor named in such execution, or who shall become indebted to such judgment debtor in the future, and while said execution shall remain a lien upon said indebtedness to pay over to the officer presenting the same, such amount of such indebtedness as such execution shall prescribe until said execution shall be wholly satisfied and such payment shall be a bar to any action therefor by any such judgment debtor. If such person or corporation, municipal or otherwise, to whom said execution shall be presented shall fail, or refuse to pay over to said officer presenting said execution, the percentage of said indebtedness, he shall be liable to an action therefor by the judgment creditor named in such execution, and the amount so recovered by such judgment creditor shall be applied towards the payment of said execution. Either party may apply at any time to the court from which such execution shall issue, or to any judge or justice issuing the same, or to the county judge of the county, and in any county where there is no county judge, to any justice of the city court upon such notice to the other party as such court, judge, or justice shall direct for a modification as\* said execution, and upon such hearing the said court, judge or justice may make such modification of the said execution as shall be deemed just, and such execution as so modified shall continue in full force and effect until fully paid and satisfied, or until further modified as herein provided. [*As amended by L. 1879, ch. 542, L. 1901, ch. 116; L. 1903, ch. 461, and L. 1905, ch. 175, in effect April 11, 1905.*]

See also section 1879, which exempts from execution on judgment creditor's action "the earnings of the judgment debtor for his personal services, rendered within sixty days next before the commencement of the action, where it is made to appear, by his oath, or otherwise that those earnings are necessary for the use of a family, wholly or partly supported by his labor."

#### EXEMPTING TEACHERS' PENSIONS FROM ATTACHMENT.

REVISED CHARTER OF NEW YORK CITY (LAWS OF 1901, CHAPTER 466).

§ 1092-a. The moneys, securities and effects of the public school teachers' retirement fund, and all pensions or annuities granted and payable from said fund shall be and are exempt from levy and sale by virtue of an execution and from all process and proceedings to enjoin and recover the same by or on behalf of any creditor or person having or asserting any claims against, or debt or liability of, any pensioner or annuitant of said fund. [*Added by L. 1905, ch. 107, in effect March 30, 1905.*]

\* So in original.

## ASSIGNMENT OF WAGES.

## LAWS OF 1904, CHAPTER 77.

AN ACT to require lenders of money on salaries of employees to file with employers a copy of agreement or assignment under which claim is made.

Section 1. Any person or persons, firm, corporation or company, who shall after the passage of this act make to any employee an advance of money, or loan, on account of salary or wages due or to be earned in the future by such individual upon an assignment or note covering such loans or advances, shall not acquire any right to collect or attach the same while in the possession or control of the employer, unless within a period of three days after the execution of such assignment or notes and the making of such loan or loans, the party making such loan and taking such assignment shall have filed with the employer or employers of the individual so assigning his present or prospective salary or wages, a duly authenticated copy of such agreement or assignment or notes under which the claim is made.

§ 2. No action shall be maintained in any of the courts of this state, brought by the holder of any such contract, assignment or notes, given by an employee for moneys loaned on account of salary or wages, in which it is sought to charge in any manner the employer or employers, unless it shall appear to the satisfaction of the court that a copy of such agreement, assignment or notes, together with a notice of lien, was duly filed with the employer or employers of the person making such agreement, assignment or notes, by the person or persons, corporation or company making said loan within three days after the said loan was made and the said agreement, assignment or notes were given.

§ 3. This act shall take effect immediately.

Approved March 18, 1904.

See also section 12 of the Labor Law, page 78, *ante*.

## ORDINARY EXEMPTIONS NOT VALID AGAINST WAGE DEBTS.

## LAWS OF 1902, CHAPTER 580.

AN ACT in relation to the municipal court of New York city, its officers and marshals.

§ 274. Judgment in favor of wage earners.—In an action brought in the municipal court, by a journeyman, laborer, or other employee whose employment answered to the general description of wage earner, for services rendered or wages earned in such capacity, if the plaintiff recovers a judgment for a sum not exceeding fifty dollars, exclusive of costs, and the action shall have been brought within one month after the cause of action accrued, no property of the defendant is exempt from levy and sale by virtue of an execution against property, issued thereupon; and, if such an execution is returned wholly or partly unsatisfied, the clerk must, upon the application of the plaintiff, issue an execution against the person of the defendant for the sum remaining uncollected, if the indorsement required by this act to the effect that defendant was liable to arrest was complied with. A defendant arrested by virtue of an execution so issued against his person, must be actually confined in the jail, and is not entitled to the liberties thereof; but he must be discharged after having been so confined for fifteen days. After his discharge another execution against his person cannot be issued upon

the judgment, but the judgment creditor may enforce the judgment against property as if the execution, from which the judgment debtor is discharged, has been returned, without his being taken.

Derived from section 1405 of the New York Consolidation Act, which however applied only to female wage-earners.

#### MAKING EMPLOYEES PREFERRED CREDITORS.

LAW OF 1877, CHAPTER 466, BEING THE GENERAL ASSIGNMENT ACT.

Preference of wages and salaries.—§ 29. In all distribution of assets under all assignments made in pursuance of this act, the wages or salaries actually owing to the employees of the assignor or assignors at the time of the execution of the assignment for services rendered within one year prior to the execution of such assignment, shall be preferred before any other debt; and should the assets of the assignor or assignors not be sufficient to pay in full all the claims preferred, pursuant to this section they shall be applied to the payment of the same pro rata to the amount of each such claim. [*As amended by L. 1884, ch. 328; L. 1886, ch. 283; L. 1897, ch. 266 and ch. 624.*]

*Cf. sec. 8 of the Labor Law, "Payment of wages by receivers," (p. 77, ante); and the Lien Law (L. 1897, ch. 418).*

The statute is constitutional. 104 N. Y. 606.

#### LIABILITY OF STOCKHOLDERS FOR WAGE DEBTS.

LAW OF 1892, CHAPTER 688, BEING THE STOCK CORPORATIONS LAW AND CONSTITUTING CHAPTER XXXVI OF THE GENERAL LAWS.

§ 54. Every holder of capital stock not fully paid, in any stock corporation, shall be personally liable to its creditors, to an amount equal to the amount unpaid on the stock held by him for debts of the corporation contracted while such stock was held by him. As to existing corporations the liability imposed by this section shall be in lieu of the liability imposed upon stockholders of any existing corporation, under any general or special law, (excepting laws relating to moneyed corporations, and corporations and associations for banking purposes,) on account of any indebtedness hereafter contracted or any stock hereafter issued; but nothing in this section contained shall create or increase any liability of stockholders of any existing corporation under any general or special law. The stockholders of every stock corporation shall jointly and severally be personally liable for all debts due and owing to any of its laborers, servants or employees other than contractors, for services performed by them for such corporation. Before such laborer, servant or employee shall charge such stockholder for such services, he shall give him notice in writing, within thirty days after the termination of such services that he intends to hold him liable, and shall commence an action therefor within thirty days after the return of an execution unsatisfied against the corporation upon a judgment recovered against it for services. No person holding stock in any corporation as collateral security, or as executor, administrator, guardian or trustee, unless he shall have voluntarily invested the trust funds in such stock, shall be personally subject to liability as a stockholder; but the person pledging such stock shall be considered the holder thereof, and shall be liable as stockholder, and the estates and funds in the hands of such executor, administrator, guardian or trustee shall be liable in the like manner and to the same extent as the testator or intestate,

or the ward or person interested in such trust fund would have been, if he had been living and competent to act and held the same stock in his own name, unless it appears that such executor, administrator, guardian or trustee voluntarily invested the trust funds in such stocks, in which case he shall be personally liable as a stockholder. [*As amended by L. 1901, ch. 354.*]

See also section 55, Limitation of stockholder's liability.

#### LIABILITY OF RAILROAD CORPORATIONS TO EMPLOYEES OF CONTRACTORS FOR WAGE DEBTS.

##### LAW OF 1890, CHAPTER 565, BEING THE RAILROAD LAW AND CONSTITUTING CHAPTER XXXIX OF THE GENERAL LAWS.

§ 30. An action may be maintained against any railroad corporation by any laborer for the amount due him from any contractor for the construction of any part of its road, for ninety or any less number of days' labor performed by him in constructing such road, if within twenty days thereafter a written notice shall have been served upon the corporation, and the action shall have been commenced after the expiration of ten days and within six months after the service of such notice, which shall contain a statement of the month and particular days upon which the labor was performed and for which it was unpaid, the price per day, the amount due, the name of the contractor from whom due, and the section upon which performed, and shall be signed by the laborer or his attorney and verified by him to the effect that of his own knowledge the statements contained in it are true. The notice shall be served by delivering the same to an engineer, agent or superintendent having charge of the section of the road upon which the labor was performed, personally, or by leaving it at his office or usual place of business with some person of suitable age or discretion; and if the corporation has no such agent, engineer or superintendent, or in case he can not be found and has no place of business open, service may in like manner be made on any officer or director of the corporation.

Derived from L. 1850, ch. 140, § 12, as amended by L. 1871, ch. 609, and L. 1875, ch. 606, § 16. See further Lien Law, sec. 6, "Liens for labor on railroads;" also L. 1894, ch. 338, § 135, providing security for wages of laborers on canals.

Laborers employed by sub-contractors are protected by this act (42 Hun, 53).

#### MECHANICS' LIENS.

[NOTE.—Article I of chapter 418 of the Laws of 1897, the *Lien Law*, relates to mechanics' liens. The following digest was prepared in the United States Bureau of Labor.]

**For what given.**—For performing labor or furnishing materials for the improvement of real property; for performing any labor for a railroad corporation; for work done or materials furnished for or toward the building, repairing, fitting, furnishing, or equipping of any vessel, in an amount of \$50 or upwards if a seagoing vessel, and in an amount of \$15 or upwards on any other vessel; for excavating, quarrying, mining, dressing, or cutting sandstone, granite, cement stone, limestone, bluestone, or marble; for making, altering, repairing, or in any way enhancing the value of any article of personal property.

**Who may have lien.**—Contractors, subcontractors, material men, laborers, quarrymen, mechanics, and artisans.

**Subject property.**—The owner's right, title and interest in the real property and improvements existing at the time of the filing of the notice of the lien;

the moneys of the State or of a municipal corporation applicable to the construction of any public improvement on which the claimant was employed; a railroad track; rolling stock and appurtenances, and the land upon which they are situated; a vessel and her tackle, apparel, and furniture; any marble or other stone named, on which labor is expended, not yet having become part of any building nor having passed from the ownership of the person for whom the labor was performed; any article of personal property.

**Amount of lien.**—The principal and interest of the value or the agreed price of the labor or materials, from the time of filing notice.

A subcontractor's or laborer's lien may not be for any sum greater than the amount unpaid on the contract at the time notice was filed.

Chattel liens secure the reasonable charges.

**Contract.**—The employment may be with the consent or at the request of the owner or his agent, contractor, or subcontractor. A binding debt may be contracted by the master, owner, charterer, builder, or consignee of a vessel.

**Notice.**—A copy of the lien claim must be served on a railroad corporation within ten days after the filing thereof; upon other owners, at any time after such filing, but until such notice is given, the owner without knowledge of the lien will be protected in any payments he may make to the contractor under his contract.

**Filing.**—Notice of liens claimed on real estate and railroad property must be filed within ninety days after the completion of the contract or the last item of work performed or materials furnished. Liens on vessels and on marble and stone must be filed within thirty days after the completion of the labor claimed for.

**Limitation.**—Liens affecting realty must be proceeded on within one year after filing, unless an order of court grants a continuance. No continuance may be for a longer term than one year, but new orders and entries may be made in successive years.

Liens on vessels expire after six months unless suit is begun within that time; but if the vessel be absent from the port at which the debt was contracted, the lien shall continue for thirty days after the return of the vessel to such port.

Liens on marble and stone must be enforced within three months.

**Rank.**—Liens for materials and labor have priority over any claim not recorded at the time of the filing of such liens, over advances made upon any mortgage or other incumbrance after such filing, and over the claim of a creditor who has not furnished labor or materials, if the subject property has been assigned under a general assignment within thirty days before such filing.

Persons standing in equal degrees have priority according to the date of the filing of their claims, but laborers for daily or weekly wages have preference over all other claimants without reference to the time of filing.

#### NO COURT FEES REQUIRED IN SUITS FOR WAGES.

##### LAW OF 1902, CHAPTER 580.

AN ACT in relation to the municipal court of the city of New York, its officers and marshals.

§ 44. **Where employee is party.**—When an action is brought by an employee against an employer for services performed by such employee, male or female, the clerk of said municipal court in the district in which the action is brought,

shall issue a free summons when the plaintiff's demand is less than fifty dollars and the plaintiff is a resident of the city of New York, and proof by the plaintiff's own affidavit that he has a good and meritorious cause of action and of the nature of such action and of said plaintiff's residence, and whether previous application therefor has been made, shall be duly presented to and filed with the clerk of the municipal court where such action shall be brought and he shall not demand or receive any fee whatsoever from the plaintiff or his agents or attorneys in such action, unless the plaintiff shall demand a trial jury, in which case the plaintiff must pay to the clerk of the municipal court where such action shall be pending the sum of four dollars and fifty cents.

Derived from L. 1887, ch. 387, and L. 1882, ch. 410, § 1416, subd. 9 (the New York Consolidation Act).

§ 340. **Costs in action by working woman.**—In an action brought to recover a sum of money for wages earned by a female employee, other than a domestic servant; or for material furnished by such an employee, in the course of her employment, or in or about the subject-matter thereof, or for both, the plaintiff, if entitled to costs, recovers the sum of ten dollars as costs, in addition to the costs allowed in this court, unless the amount of damages recovered is less than ten dollars; in which case, the plaintiff recovers the sum of five dollars as such additional costs. When the employee is the plaintiff in such an action, she is entitled upon a settlement thereof, to the full amount of costs, which she would have recovered, if judgment had been rendered in her favor, for the sum received by her upon the settlement.

Derived from L. 1871, ch. 936, § 1, as amended by L. 1890, ch. 46, and sec. 1424 of the Consolidation Act.

§ 348. **Employee's action; no fees.**—When the action is brought by an employee against an employer for services performed by such employee, male or female, the clerks of this court shall not demand or receive any fees whatsoever from the plaintiff or his agents or attorneys in such action, if the plaintiff shall present proof by his own affidavit that his demand is less than fifty dollars, that he is a resident of the city of New York, that he has a good and meritorious cause of action against the defendant, and the nature thereof; that he has made either a written or a personal demand upon the defendant or his agent or representative, for payment thereof, and that payment was refused. Except that if the plaintiff shall demand a trial by jury, he must pay to the clerk the fees therefor prescribed in this act.

From section 1416 of the Consolidation Act.

Section 274 of the Municipal Code provides for body executions against employers whose property is insufficient to satisfy judgments in wage suits. (See p. 143, *ante*.)

#### MARRIED WOMAN'S RIGHT OF ACTION FOR WAGES, ETC.

*Laws of 1896, chapter 272, entitled "An act in relation to the domestic relations, constituting Chapter XLVIII of the General Laws."*

§ 30. A married woman shall have a cause of action in her own sole and separate right for all wages, salary, profits, compensation or other remuneration for which she may render work, labor or services, or which may be derived from any trade, business or occupation carried on by her, and her husband shall have no right of action therefor unless she or he with her knowledge and consent has otherwise expressly agreed with the person obligated to pay such wages, salary, profits, compensation or other remuneration.

In any action or proceeding in which a married woman or her husband shall seek to recover wages, salary, profits, compensation or other remuneration for which such married woman has rendered work, labor, or services or which was derived from any trade, business or occupation carried on by her or in which the loss of such wages, salary, profits, compensation or other remuneration shall be an item of damage claimed by a married woman or her husband, the presumption of law in all such cases shall be that such married woman is alone entitled thereto, unless the contrary expressly appears. [*Added by L. 1902, ch. 289, as amended by L. 1905, ch. 495, in force May 17, 1905.*]

## PUBLIC WORK AND CONTRACTS.

[There is on the statute books a large body of laws for the regulation of wages, hours, etc., of persons employed on public work. Of this legislation only a few examples can be reproduced in this compilation. In addition to the statutes respecting employees of State prisons and armories, the Insanity Law (L. 1896, ch. 545, as amended by L. 1904, ch. 714) contains an extremely detailed schedule of wages and salaries (see Report of the Commissioner of Labor, 1904, p. 105). Of the numerous laws fixing the terms of employment of municipal employees, again, only one example is here printed—that of the street cleaners of New York City. Nearly every city charter contains provisions as to the hours of work, compensation, etc., of policemen, firemen, and other employees, while the larger cities have established, through action of the Legislature, retirement funds or service pensions. As elsewhere noted (*ante*, p. 75), the validity of this legislation has not been successfully challenged, so far as it relates to direct employment by public authorities. Public work done by contract, however, has been distinguished by the courts from work done by the employees of public authorities, and the People have accordingly amended the Constitution so as to bring such work under the authority of legislative enactment.]

### EMPOWERING THE LEGISLATURE TO REGULATE THE CONDITIONS OF EMPLOYMENT ON PUBLIC WORK.

#### CONSTITUTION OF THE STATE OF NEW YORK, ARTICLE XII.

Section 1. It shall be the duty of the legislature to provide for the organization of cities and incorporated villages, and to restrict their power of taxation, assessment, borrowing money, contracting debts, and loaning their credit, so as to prevent abuses in assessments and in contracting debt by such municipal corporations; and the legislature may regulate and fix the wages or salaries, the hours of work or labor, and make provision for the protection, welfare and safety of persons employed by the state or by any county, city, town, village or other civil division of the state, or by any contractor or sub-contractor performing work, labor or services for the state, or for any county, city, town, village or other civil division thereof. [*As amended in 1905.*]

#### PROVIDING FOR AN EIGHT HOUR DAY ON HIGHWAY WORK.

THE HIGHWAY LAW (LAWS OF 1890, CHAPTER 568, BEING CHAPTER 19 OF THE GENERAL LAWS).

§ 60. Notice to work.—Every overseer of highways shall give at least twenty-four hours notice to all residents of his district, and corporations assessed to work upon the highway therein, of the time and place at which they are to appear for that purpose, and with what teams and implements, and that they will be allowed at the rate of one day for every eight hours of work on the highways, between seven o'clock in the forenoon and six o'clock in the afternoon. \* \* \* \* \*

#### FIXING THE COMPENSATION OF EMPLOYEES OF STATE PRISONS.

##### REVISED STATUTES, PART 4, CHAPTER 3, TITLE 2.

§ 34. The superintendent of state prisons shall, from time to time, prescribe the compensation of the other officers of said prisons, but the compensation so fixed and prescribed for the following officers in each of such



prisons shall not in any case exceed the rate of an annual salary as follows: To the principal keeper, two thousand dollars; to the kitchen-keeper, store-keeper, hail-keeper and yard-keeper, each twelve hundred dollars; to the sergeant of the guard nine hundred dollars; to the state detective at Sing Sing prison eighteen hundred dollars. The position of keeper in the several state prisons is hereby abolished and officers heretofore designated as keepers shall hereafter be classified as guards. The several guards shall be paid only for services actually rendered, and their annual compensation shall be subject to pro rata deduction for time not served. The compensation of guards hereafter appointed shall be as follows: For the first year's service, six hundred and sixty dollars; for the second year's service, seven hundred and forty dollars; for the third year's service, eight hundred and twenty dollars; for the fourth year's service, and thereafter, nine hundred dollars. The annual compensation of guards in service at the time this act takes effect shall be, for services hereafter rendered, as follows: To those serving their first year as prison officers, seven hundred and eighty dollars; to those serving their second year as prison officers, eight hundred and twenty dollars; to those serving their third year as prison officers, eight hundred and sixty dollars; to those who have served three or more years as prison officers, nine hundred dollars. *[As amended by L. 1895, ch. 730, and L. 1904, ch. 709, in force June 1, 1904.]*

#### LABORERS AND MECHANICS IN STATE ARMORIES.

LAWS OF 1898, CHAPTER 212, THE MILITARY CODE (CHAPTER XVI OF THE GENERAL LAWS).

§ 138. *Armorer, janitors and engineers.*—There shall be allowed for each armory, and for the headquarters of the national guard, the naval militia and of each brigade, one armorer. If an armory be heated by steam there shall be allowed one engineer and also one assistant engineer if the commanding officer of the brigade within whose command such armory is located, and the officer in charge of such armory shall certify to the disbursing officer of the county in which such armory is located that the services of an assistant engineer are necessary; in an armory occupied by a regiment and lighted by electricity produced by machinery operated by the power of steam, if such steam is generated and machinery operated within such armory, there shall be allowed on like certificate an additional assistant engineer; there shall also be allowed for an armory occupied by a regiment, by a battalion or squadron not part of a regiment, by a battery of light artillery, by a troop, by a company of signal corps, or by two or more separate batteries or companies, one janitor; and the armorer, the engineer and the janitor thus authorized shall be appointed by the ranking officer of the organization or organizations quartered in the armory. Where a company of signal corps, troop, battery of light artillery, or the headquarters of the national guard or of a brigade, occupies a portion of an armory or state arsenal, each shall be entitled to an armorer, and such company of signal corps, troop or battery of light artillery shall also be entitled to a janitor, who shall be appointed by its respective commanding officer, and such headquarters and quarters shall be considered an independent armory, upon the approval and certificate of the commanding officer of the national guard or of the brigade within whose command such armory is located. All persons appointed or employed pursuant to this or the succeeding section shall perform such duties as shall from time to time

be prescribed by the officer appointing or employing them. [*As amended by L. 1905, ch. 618, in force May 26, 1905.*]

§ 139. **Laborers.**—To provide for the proper care and cleanliness of armories and arsenals and of the property therein deposited, the commanding officer of a regiment, battalion or squadron not part of a regiment, troop, battery, company, company of signal corps, or brigade, or the ranking commanding officer, where two or more separate batteries or companies are quartered in an armory or arsenal, may appoint laborers as follows: For armories or arsenals having ten thousand square feet or less of floor surface, one laborer; when the floor surface exceeds twenty thousand square feet, two laborers; and for each twenty thousand in excess of twenty thousand, an additional laborer; boiler and engine rooms, unused cellar rooms and rooms used for employees' quarters shall not be included in computing such floor surface. For regiments of heavy or coast artillery, in addition to the above, one expert laborer, competent to care for artillery implements, guns and instruments. For armories of squadrons, troops, batteries and companies of signal corps, in addition to the above, one laborer to each ten horses therein stabled and used for military purpose by such squadron, troop, battery or company of signal corps. Before any such appointment is made, the necessity for the employment of such laborer or laborers shall be certified by the commanding officer of the brigade, and such certificate shall be filed in the office of the disbursing officer of the county in which the armory or arsenal is situated. A certificate of the number of feet of floor surface of each armory or arsenal in which laborers are appointed shall be made by the engineer of the brigade and approved by the commanding officer of the brigade within whose command such armory or arsenal is located, and filed in the office of the disbursing officer of the county in which the armory or arsenal is located, except as to counties wholly or partly within the city of New York, when it shall be filed with the comptroller of said city. [*As amended by L. 1903, ch. 74, and L. 1905, ch. 618, in effect May 26, 1905.*]

§ 140. **Compensation of employees in armories.**—The persons appointed under the provisions of the two preceding sections shall receive compensation for the time actually and necessarily employed in their duties, to be fixed by the commanding officer appointing such persons as follows: When employed in armories or arsenals located in cities, armorers, janitors and engineers not to exceed four dollars per day, unless the city has a population of less than two hundred thousand, in which case such compensation shall not exceed three dollars per day, and two dollars per day in armories or arsenals not located in cities; laborers not to exceed two dollars per day, except in cities having a population of one million or over, three dollars per day; an armorer employed in an arsenal or armory having two hundred thousand or more square feet of floor surface and occupied by a regiment, and laborers employed in arsenals or armories located in cities having a population of over three hundred thousand and less than one million may, in the discretion of the commanding officer appointing them, receive additional compensation not to exceed twenty-five cents per day after five years' service and not to exceed twenty-five cents per day for each succeeding five years' service, the aggregate amount of such additional compensation not to exceed one dollar per day, which compensation, as certified to by the commanding officer appointing such persons, under the provisions of the two preceding sections,

shall be paid semi-monthly upon the certificate of such officer, and shall be a county charge upon the county in which such armory or arsenal is situated; and shall be levied, collected and paid in the same manner as other county charges are levied, collected and paid. A commissioned officer in active service shall not be eligible for appointment to, and shall not hold the position of armorer, janitor, engineer or laborer in any armory or arsenal. [*As amended by L. 1904, ch. 753, and L. 1905, ch. 618, in effect May 26, 1905.*]

#### REGISTRATION OF LABORERS FOR MUNICIPAL EMPLOYMENT.

##### LAWS OF 1899, CHAPTER 370, BEING THE CIVIL SERVICE LAW, AND CONSTITUTING CHAPTER III OF THE GENERAL LAWS.

§ 17. **The labor class in cities.**—The labor class in cities shall include unskilled laborers and such skilled laborers as are not included in the competitive class or the non-competitive class. Vacancies in the labor class in cities shall be filled by appointment from lists of applicants registered by the municipal commissions. Preference in employment from such lists shall be given according to date of application. There shall be separate lists of applicants for different kinds of labor or employment, and the commissions may establish separate labor lists for various institutions and departments. Where the labor service of any department or institution extends to separate localities, the commissions may provide separate registration lists for each district or locality. The commissions shall require an applicant for registration for the labor service to furnish such evidence or pass such examination as they may deem proper with respect to his age, residence, physical condition, ability to labor, skill, capacity and experience in the trade or employment for which he applies.

Veterans of the Civil War, who, under the terms of the Constitution (Art. V, § 9) are entitled to preference in the civil service "without regard to their standing," are to be placed at the head of registration lists as though their application had been filed prior to those of persons not entitled to preference (§ 20 of the Civil Service Law, as amended by L. 1902, ch. 279).

On the recent assumption by the City of New York of the ferry line to Staten Island, provision was made by law (L. 1905, ch. 533) for the retention of employees upon passing a non-competitive civil service examination.

##### FIXING WAGES AND SALARIES OF EMPLOYEES OF THE STREET CLEANING DEPARTMENT, NEW YORK CITY.

###### THE REVISED CHARTER (LAWS OF 1901, CHAPTER 466).

§ 536. The members of the department of street cleaning shall be divided into two general classes, to be designated, respectively, the clerical force and the uniformed force. The clerical force shall consist of a chief clerk, medical examiners, not exceeding three in number, and such and so many clerks and messengers as the commissioner of street cleaning shall deem necessary. The uniformed force shall be appointed by the commissioner of street cleaning, and shall consist of one general superintendent, one assistant superintendent, one superintendent of final disposition, one assistant superintendent of final disposition, district superintendents, not exceeding twenty-one in number; time collectors, not exceeding eight in number; section foremen, not exceeding one hundred and twenty-five in number; dump inspectors, not exceeding forty-three in number; assistant dump inspectors, not exceeding forty-three in number; sweepers, not exceeding thirty-one hundred in num-

ber; dump boardmen, not exceeding forty-three in number; drivers, not exceeding sixteen hundred in number; stable foremen, not exceeding twenty-one in number; assistant stable foremen, not exceeding twenty-one in number; hostlers, not exceeding one head hostlers to each stable and additional hostlers not exceeding one for each ten horses; a master mechanic and such and so many mechanics and helpers as may be necessary. The commissioner of street cleaning shall have power and is hereby authorized to increase the said uniformed force, from time to time, by adding to the number of sweepers, drivers and hostlers provided the board of estimate and apportionment and the board of aldermen shall have previously made an appropriation for the purpose of permitting such increase. The annual salaries and compensations of the members of the uniformed force of the department of street cleaning shall not exceed the following: Of the general superintendent, three thousand dollars; of the assistant superintendent, two thousand five hundred dollars; of the master mechanic, one thousand eight hundred dollars; of the superintendent of final disposition, two thousand dollars; of the assistant superintendent of final disposition, one thousand five hundred dollars; of the district superintendents, one thousand eight hundred dollars each; of the time collectors, one thousand two hundred dollars each; of the section foremen, one thousand two hundred dollars each; of sweepers or drivers acting as assistants to the section or stable foremen, nine hundred dollars each; of the dump inspectors, one thousand two hundred dollars each; of the assistant dump inspectors, nine hundred dollars each; of the dump boardmen, seven hundred and twenty dollars each; of the sweepers, seven hundred and twenty dollars each; of the drivers, seven hundred and twenty dollars each; of the stable foremen, one thousand three hundred dollars each; of the assistant stable foremen, one thousand dollars each; of the hostlers, seven hundred and twenty dollars each. Hostlers may receive extra pay for Sundays if an appropriation therefor is made by the board of estimate and apportionment. The members of the department of street cleaning shall be employed at all such times and during such hours and upon such duties as the commissioner of street cleaning shall direct for the purpose of an effective performance of the work devolving upon the said department. In case of a snow fall or other emergency, the commissioner of street cleaning or the deputy commissioner may hire and employ temporarily such and so many men, carts and horses as shall be rendered necessary by such emergency, forthwith reporting such action with the full particulars thereof to the mayor, but no man, cart or horse, shall be so hired or employed for a longer period than three days, except than any person registered or eligible to appointment as driver, or as a sweeper, may be temporarily employed at any time as an extra driver or sweeper to fill the place of a driver or sweeper who is suspended or temporarily absent from duty from any cause. The rate of compensation for such extra drivers or sweepers shall be two dollars per day, and the driver or sweeper whose place is so filled shall not receive any compensation for the time during which he is so absent from duty or his place is so filled, unless such injury or illness was caused by service in the department. The services of any person employed, and of carts and horses hired pursuant to this section, shall be paid for in full and directly by the department of street cleaning, at such times as may be prescribed by such department; and they,

and each of them, shall be employed and hired directly by the department of street cleaning and not through contractors or other persons, unless the commissioner himself shall determine that this requirement must for proper action in a particular instance be dispensed with. Nothing herein contained shall affect any existing contracts made with or by the department of street cleaning in regard to the cleaning of Broadway below Fourteenth street in said city or the renewal thereof, if deemed best by the commissioner of said department. Neither the commissioner of street cleaning, nor any deputy commissioner of street cleaning, nor any member of the uniformed force of the street cleaning department, shall be permitted to contribute any moneys, directly or indirectly, to any political fund, or intended to affect legislation for or on behalf of the street cleaning department or any member thereof.

#### PROHIBITING THE SUB-LETTING OF PUBLIC CONTRACTS.

##### LAWS OF 1897, CHAPTER 444.

AN ACT to prohibit the assignment and subletting of public contracts.

Section 1. A clause shall be inserted in all specifications or contracts hereafter made or awarded by the state, or by any county, or any municipal corporation, or any public department or official thereof, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation, without the previous consent in writing of the department or official awarding the same.

§ 2. If any contractor, to whom any contract is hereafter let, granted or awarded, as required by law, by the state, or any county, or any municipal corporation in the state, or by any public department or official thereof, shall, without the previous written consent specified in section one of this act, assign, transfer, convey, sublet, or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person, company or other corporation, the state, county, municipal corporation, public department, or official as the case may be, which let, made, granted or awarded said contract shall revoke and annul such contract, and the state, county, municipal corporation, public department or officer, as the case may be, shall be relieved and discharged from any and all liability and obligations growing out of said contract to such contractor, and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same, and said contractor, and his assignee, transferee, or sub-lessee, shall forfeit and lose all moneys, theretofore earned under said contract except so much as may be required to pay his employees; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by such contractor for the benefit of his creditors, made pursuant to the statutes of this state.

§ 3. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

§ 4. This act shall take effect immediately.

**SECURING THE PAYMENT OF WAGES TO EMPLOYEES OF CONTRACTORS UPON CANALS  
LAWS OF 1894, CHAPTER 338, BEING THE CANAL LAW, AND CONSTITUTING  
CHAPTER XIII [XII] OF THE GENERAL LAWS.**

§ 135. **Security for payment of laborers.**—The superintendent of public works or assistant superintendent having charge, shall also require and take from the contractor, a bond with at least two good and sufficient sureties, conditioned that such contractor will well and truly pay in full, at least once in each month, all laborers employed by him on the work specified in such contract, which shall be duly acknowledged and filed in the office of the clerk of the county wherein such contract or work is to be performed, and if partly in two or more counties, such bond or a certified copy thereof shall be filed in the clerk's office of each county.

Actions may be brought for a breach of such bond by any laborer not paid in accordance with its terms, and the commencement or maintenance of an action by one or more laborers thereon shall not be a bar to the commencement and maintenance of other actions thereon by other laborers. No action shall be maintained against the sureties unless brought within thirty days after the completion of the labor the payment of which is secured by the bond.

Derived from L. 1850, ch. 278, §§ 1-3.

Laborers are those who perform labor on canals and do not include sub-contractors. (*Swift v. Kingsley*, 24 Barb. 541; and see *McCluskey v. Cromwell*, 11 N. Y. 593.)

As to mechanics' liens on public improvements, see Article I of the Lien Law (L. 1897, ch. 418) p. 145, *ante*.

**AUTHORIZING THE EIGHT HOUR DAY UPON RESERVOIR CONSTRUCTION IN NEW YORK CITY.**

**LAWS OF 1902, CHAPTER 588.**

AN ACT relative to the powers of the aqueduct commissioners, provided for and holding office under and pursuant to the provisions of chapter four hundred and ninety of the laws of eighteen hundred and eighty-three, and its amendments.

Section 1. The aqueduct commissioners, provided for and holding office under and pursuant to the provisions of an act of the legislature of the state of New York, entitled "An act to provide new reservoirs, dams and a new aqueduct with the appurtenances thereto, for the purpose of supplying the city of New York with an increased supply of pure and wholesome water," said act being chapter four hundred and ninety of the laws of eighteen hundred and eighty-three, and its amendments, are hereby authorized and empowered to agree with any person, firm or corporation with whom they have contracted or may hereafter contract, upon such terms and conditions as shall in their judgment and discretion, be for the best interests of the city of New York, that eight hours shall constitute a day's work for all laborers employed by said person, firm or corporation in the performance of his or its contract and that no laborer employed in the performance of any such contract shall be required, permitted, or allowed to work more than eight hours. No agreement made under the provisions of this act shall be valid or binding until the same has been approved by the board of estimate and apportionment of the city of New York.

§ 2. This act shall take effect immediately.

## PRISON LABOR.\*

### OCCUPATION AND EMPLOYMENT OF CONVICTS.

#### CONSTITUTION OF STATE OF NEW YORK, ARTICLE III.

Section 29. The Legislature shall by law provide for the occupation and employment of prisoners sentenced to the several state prisons, penitentiaries, jails and reformatories in the state; and on and after the first day of January, in the year one thousand eight hundred and ninety-seven, no person in any such prison, penitentiary, jail or reformatory, shall be required or allowed to work while under sentence thereto, at any trade, industry or occupation, wherein or whereby his work or the product or profit of his work, shall be farmed out, contracted, given or sold to any person, firm, association or corporation. This section shall not be construed to prevent the legislature from providing that convicts may work for, and that the products of their labor may be disposed of to, the state or any political division thereof, or for or to any public institution owned or managed and controlled by the state, or any political division thereof.

The provision abolishing the contract system and establishing the State-use system was elaborated in a statute (ch. 429) of 1896 amending the

#### STATE PRISON LAW (REVISED STATUTES, PART 4, CHAPTER 3, TITLE 2).

##### ARTICLE III.—OF THE LABOR OF PRISONERS.

- Section 95. Prisoners, how graded.  
96. Promotions and reductions in grades.  
97. Contracts prohibited.  
98. Prisoners to be employed; products of labor of prisoners.  
99. Labor of prisoners of first grade, how directed.  
100. Labor of prisoners of the second grade, how directed.  
101. Labor of prisoners of third grade, how directed.  
102. Prisoners employed for use of State, etc.  
103. Labor of prisoners in prisons and penitentiaries.  
104. Classification of industries; report as to industries.  
105. Articles manufactured to be furnished to State, etc.; duties of officers.  
106. Estimates of articles required to be furnished commission of prisons by officers.  
107. Board of classification; prices to be fixed.  
108. Earnings of prisoners.  
109. Disposition of fines.  
110. Disposition of moneys paid to prisoner for his labor.  
111. Monthly statement of receipts and expenditures for prison industries.  
112. Statement of machinery, etc., required.  
113. Machinery and materials for prison industries, how purchased.  
114. Purchases to be included in estimates.  
115. Deposits by agent and warden in banks.  
116. United States prisoners.  
117. Violations of prison labor regulations.

Contracts prohibited.—§ 97. The superintendent of state prisons shall not, nor shall any other authority whatsoever, make any contract by which the labor or time of any prisoner in any state prison, reformatory, penitentiary or jail in this state, or the product or profit of his work, shall be contracted, let, farmed out, given or sold to any person, firm, association or corporation;

\* See also Article IV of the Labor Law, "Convict-made Goods."

except that the convicts in said penal institutions may work for, and the products of their labor may be disposed of, to the state or any political division thereof, or for or to any public institution owned or managed and controlled by the state, or any political division thereof. [*As amended by L. 1896, ch. 429.*]

**Prisoners to be employed; products of labor of prisoners.**—§ 98. The superintendent of state prisons, the superintendents, managers and officials of all reformatories and penitentiaries in the state, shall, so far as practicable, cause all the prisoners in said institutions, who are physically capable thereof, to be employed at hard labor, for not to exceed eight hours of each day, other than Sundays and public holidays, but such hard labor shall be either for the purpose of production of supplies for said institutions, or for the state, or any political division thereof, or for any public institution owned or managed and controlled by the state, or any political division thereof; or for the purpose of industrial training and instruction, or partly for one, and partly for the other of such purposes. [*As amended by L. 1896, ch. 429.*]

**Prisoners employed for use of state, etc.**—§ 102. All convicts sentenced to state prisons, reformatories and penitentiaries in the state, shall be employed for the state, or a political division thereof, or in productive industries for the benefit of the state, or the political divisions thereof, or for the use of public institutions owned or managed and controlled by the state, or the political divisions thereof, which shall be under rules and regulations for the distribution and diversification thereof, to be established by the state commission of prisons. [*As amended by L. 1896, ch. 429.*]

**Printing and photo-engraving not to be done in State prisons.** (Ch. 645, L. 1898 p.159, *post.*)

**Labor of prisoners in prisons and penitentiaries.**—§ 103. The labor of the convicts in the state prisons and reformatories in the state, after the necessary labor for and manufacture of all needed supplies, for said institutions, shall be primarily devoted to the state and the public buildings and institutions thereof, and the manufacture of supplies for the state, and public institutions thereof, and secondly to the political divisions of the state, and public institutions thereof; and the labor of the convicts in the penitentiaries, after the necessary labor for and manufacture of all needed supplies for the same, shall be primarily devoted to the counties, respectively, in which said penitentiaries are located, and the towns, cities and villages therein, and to the manufacture of supplies for the public institutions of the counties, or the political divisions thereof, and secondly to the state and the public institutions thereof. [*As amended by L. 1896, ch. 429.*]

**Articles manufactured to be furnished to state, etc.; duties of officers.**—§ 105. The superintendent of state prisons, and the superintendents of reformatories and penitentiaries, respectively, are authorized and directed to cause to be manufactured by the convicts in the prisons, reformatories and penitentiaries, such articles as are needed and used therein, and also such as are required by the state or political divisions thereof, and in the buildings, offices and public institutions owned or managed and controlled by the state, including articles and materials to be used in the erection of the buildings. All such articles manufactured in the state prisons, reformatories and penitentiaries, and not required for use therein, shall be of the styles, patterns, designs and qualities fixed by the board of classification, and may be fur-



nished to the state, or to any political division thereof, or for or to any public institution owned or managed and controlled by the State, or any political division thereof, at and for such prices as shall be fixed and determined as hereinafter provided, upon the requisitions of the proper officials, trustees or managers thereof. No article so manufactured shall be purchased from any other source, for the state or public institutions of the state, or the political divisions thereof, unless said state commission of prisons shall certify that the same cannot be furnished upon such requisition, and no claim therefor shall be audited or paid without such certificate. [*As amended by L. 1896, ch. 429, and L. 1903, ch. 447.*]

**Estimates of articles required to be furnished commission of prisons by officers.**—§ 106. On or before October first in each year, the proper officials of the state, and the political divisions thereof, and of the institutions of the state, or political divisions thereof, shall report to the said commission of prisons estimates for the ensuing year of the amount of supplies of different kinds required to be purchased by them that can be furnished by the penal institutions of the state. The said commission is authorized to make regulations for said reports, to provide for the manner in which requisitions shall be made for supplies, and to provide for the proper diversification of the industries in said penal institutions. [*As amended by L. 1896, ch. 429.*]

**Board of classification—prices to be fixed.**—§ 107. The fiscal supervisor of state charities, the state commission of prisons, and the superintendent of state prisons and the lunacy commission are hereby constituted a board to be known as the board of classification. Said board shall fix and determine the prices at which all labor performed, and all articles manufactured in the charitable institutions managed and controlled by the state and in the penal institutions in this state, and furnished to the state, or the political divisions thereof, or to the public institutions thereof, shall be furnished, which prices shall be uniform to all, except that the prices for goods or labor furnished by the penitentiaries to or for the county in which they are located, or the political divisions thereof, shall be fixed by the board of supervisors of such counties, except New York and Kings counties, in which the prices shall be fixed by the commissioners of charities and correction, respectively. The prices shall be as near the usual market price for such labor and supplies as possible. The state commission of prisons shall devise and furnish to all such institutions a proper form for such requisition, and the comptroller shall devise and furnish a proper system of accounts to be kept for all such transactions. It shall also be the duty of the board of classification to classify the buildings, offices and institutions owned or managed and controlled by the state, and it shall fix and determine the styles, patterns, designs and qualities of the articles to be manufactured for such buildings, offices and public institutions, in the charitable and penal institutions in this state. So far as practicable, all supplies used in such buildings, offices and public institutions shall be uniform for each class, and of the styles, patterns, designs and qualities that can be manufactured in the penal institutions in this state. [*As amended by L. 1895, ch. 473, L. 1896, ch. 429, L. 1897, ch. 623, L. 1901, ch. 418, and L. 1903, ch. 447.*]

**Earnings of prisoners.**—§ 108. Every prisoner confined in the state prisons, reformatories and penitentiaries, who shall become entitled to a diminution of his term of sentence by good conduct, may, in the discretion of the agent

and warden, or of the superintendent of the reformatory, or superintendent of the penitentiary, receive compensation from the earnings of the prison or reformatory or penitentiary in which he is confined, such compensation to be graded by the agent and warden of the prison for the prisoners therein, and the superintendent of the reformatory and penitentiary, for the prisoners therein, for the time such prisoners may work, but in no case shall the compensation allowed to such convicts exceed in amount ten percentum of the earnings of the prison or reformatory or penitentiary in which they are confined. The difference in the rate of compensation shall be based both on the pecuniary value of the work performed, and also on the willingness, industry and good conduct of such prisoner; provided, that whenever any prisoner shall forfeit his good time for misconduct or violation of the rules or regulations of the prison, reformatory or penitentiary, he shall forfeit out of the compensation allowed under this section fifty cents for each day of good time so forfeited; and provided, that prisoners serving life sentences shall be entitled to the benefit of this section when their conduct is such as would entitle other prisoners to a diminution of sentence, subject to forfeiture of good time for misconduct as herein provided. The agent and warden of each prison, or the superintendent of the reformatory or superintendent of the penitentiary may institute and maintain a uniform system of fines, to be imposed at his discretion, in place of his other penalties and punishments, to be deducted from such compensation standing to the credit of any prisoner, for misconduct by such prisoner. [*As amended by L. 1896, ch. 429.*]

#### RESTRICTIONS UPON PRINTING INDUSTRY IN PRISONS.

##### LAWS OF 1898, CHAPTER 645.

AN ACT in relation to printing in penal institutions in the state.

Section 1. No printing or photo-engraving shall be done in any state prison, penitentiary or reformatory for the state or any political division thereof, or for any public institution owned or managed and controlled by the state or any such political division except such printing as may be required for or used in the penal and state charitable institutions, and the reports of the state commission of prisons and the superintendent of prisons, and all printing required in their offices.

§ 2. This act shall take effect immediately.

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#### HIGHWAY IMPROVEMENT BY CONVICT LABOR.

##### LAWS OF 1894, CHAPTER 266.

AN ACT to provide for the employment of state prison convicts upon the public highways.

Section 1. The superintendent of state prisons may employ or cause to be employed, not to exceed three hundred of the convicts confined in each state prison in the improvement of the public highways, within a radius of thirty miles from such prison and outside of an incorporated city or village.

§ 2. The agent and warden of each prison may make such rules as he may deem necessary for the proper care of such prisoners while so employed, subject to the approval of the superintendent of state prisons.

§ 3. The agent and warden of each prison may designate, subject to the approval of the superintendent of state prisons, the highways and portions thereof upon which such labor shall be employed; and such portions so designated and approved shall be under his control during the time such improvements are in progress, and the state engineer and surveyor shall fix the grade and width of the roadway of such highways and direct the manner in which the work shall be done.

§ 4. The superintendent of state prisons is hereby authorized to purchase any machinery, tools and materials necessary in such employment.

§ 5. Any person interfering with or in any way interrupting the work of any convict employed pursuant to this act, upon the public highways, or any persons giving or attempting to give any intoxicating liquors, beer, ale or other spirituous beverage to any state prison convict so employed, shall be guilty of a misdemeanor. Any officer or keeper of any state prison having in charge the convicts employed upon such highways, may arrest without a warrant any person violating any provision of this section. [*As amended by L. 1894, ch. 664.*]

#### EMPLOYMENT OF PRISONERS IN COUNTY JAILS.

#### LAWS OF 1892, CHAPTER 686, BEING THE COUNTY LAW AND CONSTITUTING CHAPTER XVIII OF THE GENERAL LAWS.

§ 93. Food and labor.—Prisoners, detained for trial, and those under sentence, shall be provided with a sufficient quantity of plain but wholesome food, at the expense of the county; but prisoners detained for trial may, at their own expense, and under the direction of the keeper, be supplied with any other proper articles of food. Such keeper shall cause each prisoner committed to his jail for imprisonment under sentence, to be constantly employed at hard labor when practicable, during every day, except Sunday, and the board of supervisors of the county, or judge of the county, may prescribe the kind of labor at which such prisoner shall be employed; and the keeper shall account, at least annually, with the board of supervisors of the county, for the proceeds of such labor. Such keeper may, with the consent of the board of supervisors of the county, or the county judge, from time to time, cause such of the convicts under his charge as are capable of hard labor, to be employed outside of the jail in the same, or in an adjoining county, upon such terms as may be agreed upon between the keepers and the officers, or persons, under whose direction such convicts shall be placed, subject to such regulations as the board or judge may prescribe; and the board of supervisors of the several counties are authorized to employ convicts under sentence to confinement in the county jails, in building and repairing penal institutions of the county and in building and repairing the highways in their respective counties or in preparing the materials for such highways for sale to and for the use of such counties or towns, villages, and cities therein; and to make rules and regulations for their employment; and the said board of supervisors are hereby authorized to cause money to be raised by taxation for the purpose of furnishing materials and carrying this provision into effect; and the courts of this State are hereby authorized to sentence convicts committed to detention in the county jails to such hard labor as may be provided for them by the boards of supervisors. [*As amended by L. 1896, ch. 826.*]

Derived from L. 1847, ch. 460 (R. S. pt. 4, ch. 3, tit. 1, §§ 8-11); L. 1875, ch. 482, § 1, subd. 17.

**EMPLOYMENT OF PRISONERS IN NEW YORK CITY PENAL INSTITUTIONS.****LAWS OF 1901, CHAPTER 466 (THE NEW YORK CHARTER).****§ 700. Employment of inmates; articles manufactured; cultivation of lands.**

—Every inmate of an institution under the charge of the commissioner, whose age and health will permit, shall be employed in quarrying or cutting stone, or in cultivating land under the control of the commissioner, or in manufacturing such articles as may be required for ordinary use in the institutions under the control of the commissioner, or for the use of any department of The City of New York, or in preparing and building sea walls upon islands or other places belonging to The City of New York upon which public institutions now are or may hereafter be erected, or in public works carried on by any department of the city, or at such mechanical or other labor as shall be found from experience to be suited to the capacity of the individual. The articles raised or manufactured by such labor shall be subject to the order of and shall be placed under the control of the commissioner, and shall be utilized in the institutions under his charge or in some other department of the city. All the lands under the jurisdiction of the commissioner not otherwise occupied or utilized, and which are capable of cultivation shall in the discretion of the commissioner be used for agricultural purposes.

**§ 701. Detail of inmates to work in other departments.**—At the request of any of the heads of the administrative departments of The City of New York (who are hereby empowered to make such request) the commissioner of correction may detail and designate any inmate or inmates of any of the institutions in the department of correction to perform work, labor and services in and upon the grounds and building or in and upon any public work or improvement under the charge of such other department. And such inmates when so employed shall at all times be under the personal oversight and direction of a keeper or keepers from the department of correction, but no inmate of any correctional institution shall be employed in any ward of any hospital except hospitals in penal institutions, while such ward is being used for hospital purposes. The provisions of this act or of law requiring advertisement for bids or proposals, or the awarding of contracts, for work to be done or supplies to be furnished for any of said departments shall not be applicable to public work which may be done or to the supplies which may be furnished under the provisions of the prison law.

**§ 702. Hours of labor; discipline.**—The hours of labor required of any inmate of any institution under the charge of the commissioner shall be fixed by the commissioner.

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## AGRICULTURAL LABOR.

LAWS OF 1893, CHAPTER 338, BEING THE AGRICULTURAL LAW, AND CONSTITUTING CHAPTER XXXIII OF THE GENERAL LAWS.

### ARTICLE XIV.—AGRICULTURAL STATISTICS.

Section 190. Collection and dissemination of statistics.

191. Information to be furnished by supervisors.

Section 190. **Collection and dissemination of statistics.**—The commissioner of agriculture may collect and disseminate such information relative to agriculture, and agricultural labor within the state, as he may deem wise for the purpose of promoting agricultural production within this state. [*Added by L. 1905, ch. 243.*]

§ 191. **Information to be furnished by supervisors.**—Supervisors of the different towns and wards in this state shall furnish to the commissioner of agriculture upon request from him, upon blanks to be furnished by the said commissioner, such information as may be in their possession or may be obtained by them relative to agriculture, agricultural production and agricultural labor within their respective towns or wards. Such information to be furnished to said commissioner within thirty days from the time it is asked for. The expense incurred by the several supervisors in furnishing such information shall be a town charge to be paid in the manner now provided by law for the payment of services and disbursements by such supervisor. [*Added by L. 1905, ch. 243, in force April 20, 1905.*]

Cf. Article II of the Labor Law, *ante*.

## RAILWAY LABOR.

### PROMOTING THE SAFETY OF RAILWAY EMPLOYEES BY COMPELLING THE EQUIPMENT OF FREIGHT CARS WITH AIR BRAKES AND AUTOMATIC COUPLERS.

LAWS OF 1893, CHAPTER 543.

AN ACT to promote the safety of railway employees by compelling the equipment of freight cars with continuous power or air brakes, and locomotives with driving-wheel brakes.

Section 1. **Equipment of engines.**—That from and after the first day of January, eighteen hundred and ninety-five, it shall be unlawful for any railroad company to use within the state on its line or lines any locomotive engine not equipped with a power driving-wheel brake and appliances for operating the train brake system.

§ 2. **Coal jimmies.**—That on and after the first day of January, eighteen hundred and ninety-eight, the use of cars known and designated as “coal jimmies” in any form shall be unlawful within the state, except upon any railroad whose main line is less than fifteen miles in length and whose average grade exceeds two hundred feet to the mile, under a penalty of one hundred dollars for each offense, said penalty to be recovered in an action to be brought by the attorney-general in the name of the people and in the judicial district where the principal office of the company within the state is located. This section shall not be construed to authorize the interchange of such “coal jimmies” with, and the use thereof upon, railroads of more than fifteen miles in length or whose average grade is less than two hundred feet to the mile. [*As amended by L. 1896, ch. 486, and L. 1900, ch. 549.*]

§ 3. **Trains equipped with air brakes.**—That on and after the first day of January, nineteen hundred and one, it shall be unlawful for any railroad or other company to haul or permit to be hauled or used on its line or lines within this state any freight train that has not a sufficient number of cars in it so equipped with continuous power or air brakes that the engineer on the locomotive drawing such train can control its speed without requiring brakemen to use the common hand brake for that purpose. [*As amended by L. 1900, ch. 549.*]

§ 4. **Statement of number of cars to be filed.**—That within sixty days from the passage of this act every railroad or other company operating a line of railroad within the state shall file with the board of railroad commissioners at its office in Albany a verified statement of the total number of freight cars owned or operated by it, the number of such cars equipped with such continuous power or air brakes and the number unequipped, and shall thereafter annually and in the month of January, for the ensuing ten years, file with said board a verified report of the number of cars so equipped in each year and the number of cars, if any, remaining unequipped.

§ 5. **Penalty.**—That on and after January first, nineteen hundred and one any railroad or other company hauling or permitting to be hauled on its line or lines any freight train in violation of any of the provisions of this act shall be liable to a penalty of one hundred dollars for each and every violation, to be recovered in any action to be brought by the attorney-general in the

name of the people and in the judicial district wherein the principal office of the company within the state is located, and it shall be the duty of the board of railroad commissioners of the state to notify the attorney-general of all such violations coming to its notice. [*As amended by L. 1900, ch. 549.*]

§ 6. **Extension of time for compliance with act.**—That the board of railroad commissioners may, from time to time, after full hearing given and for good cause shown, extend the time within which any company shall comply with the requirements of this act, not exceeding, however, four years from the first day of January, eighteen hundred and ninety-eight. [*As amended by L. 1900, ch. 549.*]

LAWS OF 1893, CHAPTER 544.

AN ACT to promote the safety of railway employes by compelling the equipment of freight cars with automatic couplers.

Section 1. **Equipment of new freight cars.**—That from and after the passage of this act, every new freight car which is to be used in this state shall be equipped with couplers of the master car builders' type, which can be coupled automatically by impact, and which may, except in cases of accident, be uncoupled without the necessity of a person going between the cars.

§ 2. **Equipment of old cars.**—That from and after the passage of this act, in addition to such new freight cars, there shall be equipped each year with such couplers, by every company operating a line or lines of railroad within the state, at least twenty per centum of all freight cars owned or operated by such companies, and used within the state, which are not so equipped, except certain cars known and designated as "coal jimmies," and that on and after the first day of January, eighteen hundred and ninety-eight, the use of said "coal jimmies" in any form shall be unlawful, within the state, except upon any railroad whose main line is less than fifteen miles in length and whose average grade exceeds two hundred feet to the mile, under penalty of one hundred dollars for each offense, said penalty to be recovered in an action to be brought by the attorney-general in the name of the people, and in the judicial district where the principal office of the company within the state is located. This section shall not be construed to authorize the interchange of such "coal jimmies" with, and the use thereof upon, railroads of more than fifteen miles in length or whose average grade is less than two hundred feet to the mile. [*As amended by L. 1896, ch. 485.*]

§ 3. **Equipment of all cars after January 1, 1898.**—That on and after the first day of January, eighteen hundred and ninety-eight, it shall be unlawful for any railroad or other company to haul, or permit to be hauled or used, on its line or lines within this state, any freight car not equipped with couplers of the master car builders' type, and coupling automatically by impact, and which can be uncoupled, except in cases of accident, without the necessity of men going between the ends of the cars.

§ 4. **Statement of number of cars to be filed.**—That within sixty days from the passage of this act every railroad or other company operating a line of railroad within the state shall file with the board of railroad commissioners at its office in Albany a verified statement of the total number of freight cars owned or operated by it, the number of such cars equipped with the automatic couplers, and the number unequipped; and shall thereafter annually, and in the month of January, for the ensuing five years, file with said board a

verified report of the number of cars so equipped in each year and the number of cars, if any, remaining unequipped.

§ 5. **Penalty.**—That on and after January first, eighteen hundred and ninety-eight, any railroad or other company using, or permitting to be used, on its line or lines, any freight car not equipped with couplers as provided for in this act, shall be liable to a penalty of one hundred dollars for each and every violation, to be recovered in an action to be brought by the attorney-general, in the name of the people, and in the judicial district wherein the principal office of the company within the state is located; and it shall be the duty of the board of railroad commissioners of the state to notify the attorney-general of all such violations coming to its notice.

§ 6. **Extension of time for compliance with act.**—That the board of railroad commissioners may, from time to time, after full hearing given and for good cause shown, exempt any company from the provisions of this act, as to the equipment of twenty per centum of its cars in any particular year or years, and may extend the time within which any company shall comply with the requirements of this act, not exceeding, however, five years from the first day of January, eighteen hundred and ninety-eight.

**PENAL CODE (LAWS OF 1881, CHAPTER 676).**

§ 424. All corporations and persons other than employees, operating any steam railroad in this state,

1. Failing to cause guard posts to be placed in the prolongation of the line of bridge trusses upon such railroad, so that in case of derailment, the posts and not the trusses shall receive the blow of the derailed locomotive or car; or,

2. Failing after November first, eighteen hundred and ninety-two, to equip all of their own freight cars, run and used in freight or other trains on such railroad, with automatic self-couplers, or running or operating on such railroad any freight car belonging to any such person or corporation, without having the same equipped, except in case of accident or other emergency, with automatic self-couplers, and except within the extended time allowed by the board of railroad commissioners, in pursuance of law, for equipping such car with such couplers, is guilty of a misdemeanor, punishable by a fine of five hundred dollars for each offense. [*As amended by L. 1896, ch. 664.*]

**SAFETY SWITCHES, BRIDGE GUARDS, ETC.**

**LAWS OF 1890, CHAPTER 565 (THE RAILROAD LAW, CHAPTER 39 OF GENERAL LAWS).**

§ 49. It shall be the duty of every railroad corporation operating its road by steam:

1. To lay, in the construction of new and in the renewal of existing switches, upon freight or passenger main line tracks, switches on the principle of either the so-called Tyler, Wharton, Lorenze, or split-point switch, or some other kind of safety switch, which shall prevent the derailment of a train, when such switch is misplaced, or a switch interlocked with distant signals.

2. To erect and thereafter maintain such suitable warning signals at every road, bridge, or structure which crosses the railroad above the tracks, where such warning signals may be necessary, for the protection of employees on top of cars from injury.

(Subd. 3, relating to guard posts, repealed by ch. 740, L. 1900; but see § 424, Penal Code, *ante*.)



4. To use upon every new freight car, built or purchased for use, couplers which can be coupled and uncoupled automatically, without the necessity of having a person guide the link, lift the pin by hand, or go between the ends of the cars.

5. To attach to every car used for passenger transportation an automatic air-brake or other form of safety-power brake, applied from the locomotive, excepting cars attached to freight trains, the schedule rate of speed of which does not exceed twenty miles an hour.

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Every corporation, person or persons, operating such railroad, and violating any of the provisions of this section, except subdivision seven, shall be liable to a penalty of one hundred dollars for each offense and the further penalty of ten dollars for each day that it shall omit or neglect to comply with any of such provisions. For every violation of the provisions of the seventh subdivision of this section every such corporation shall be liable to a penalty of twenty-five dollars for each offense.

#### REQUIRING THE INSPECTION OF LOCOMOTIVE BOILERS.

LAWS OF 1890, CHAPTER 565 (THE RAILROAD LAW, CONSTITUTING CHAPTER XXXIX OF THE GENERAL LAWS).

§ 49a. *Inspection of locomotive boilers.*—It shall be the duty of every railroad corporation operated by steam power, within this state, and of the directors, managers or superintendents of such railroad to cause thorough inspections to be made of the boilers of all the locomotives which shall be used by such corporation or corporations, on said railroads. Said inspections shall be made, at least once every three months, by competent and qualified inspectors of boilers, under the direction and superintendence of said corporation or corporations, or the directors, managers or superintendents thereof. The person or persons who shall make said inspections, shall make and subscribe his name to a written or printed certificate which shall contain the number of each boiler inspected, the date of its inspection, the condition of the boiler inspected, and shall cause said certificate or certificates to be filed in the office of the railroad commissioner, within ten days after each inspection shall be made, and also with the officer or employee of such railroad having immediate charge of the operation of such locomotive. If it shall be ascertained by such inspection and test, or otherwise, that any locomotive boiler is unsafe for use, the same shall not again be used until it shall be repaired, and made safe. A certificate of a boiler inspector to the effect that the same is in a safe condition for use shall be made and filed in the office of the railroad commissioners. Every corporation, director, manager or superintendent operating such railroad and violating any of the provisions of this section shall be liable to a penalty, to be paid to the people of the state of New York, of one hundred dollars for each offense, and the further penalty of one hundred dollars for each day it or they shall omit or neglect to comply with said provisions, and the making or filing of a false certificate shall be a misdemeanor. Any person, upon application to the secretary of said board of railroad commissioners and on the payment of such reasonable fee as said board may by rule fix, shall be furnished with a copy of any such certificate. [Added by L. 1905, ch. 611, in force May 25.]

§ 49b. State inspector of locomotive boilers.—Within twenty days after this section takes effect, the state railroad commission shall appoint a competent person as inspector of locomotive boilers, who shall receive a compensation to be fixed by the commission, not exceeding three thousand dollars per year. Such inspector shall, under the direction of the commission, inspect boilers or locomotives used by railroad corporations operating steam railroads within the state, and may cause the same to be tested by hydrostatic test and shall perform such other duties in connection with the inspection and test of locomotive boilers as the commission shall direct. But this section shall not relieve any railroad corporation from the duties imposed by the preceding section. [*Added by L. 1905, ch. 611.*]

#### REQUIRING THE ENCLOSURE OF STREET CAR PLATFORMS

LAWS OF 1890, CHAPTER 565 (THE RAILROAD LAW, CHAPTER XXXIX OF THE GENERAL LAWS).

§ 111. Protection of employees.—Every corporation operating a street surface railroad in this state, except such as operate a railroad or railroads either in the borough of Manhattan or Brooklyn, in the city of New York, shall cause the front and rear platforms of every passenger car propelled by electricity, cable or compressed air, operated on any division of such railroad which extends in or between towns or outside of city limits, during the months of December, January, February and March, except cars attached to the rear of other cars, to be enclosed from the fronts of the platforms to the fronts of the hoods, so as to afford protection to any person stationed by such corporation on such platforms to perform duties in connection with the operation of such cars. Every corporation or person using and operating a car in violation of this section shall be liable to a penalty of twenty-five dollars per day for each car so used and operated, to be collected in an action brought by the attorney-general and to be paid to the treasurer of the state of New York, or in a suit by the attorney of the municipality in which the violation of the provision of this act occurs, to be paid in the treasury of such municipality. [*Added by L. 1903, ch. 325.*]

The amending statute of 1903 further provides:

§ 2. All street surface railroad passenger cars hereafter purchased, built or rebuilt and operated in the state of New York on and after the passage of this act, except those owned by any company operating either in the borough of Manhattan or Brooklyn, in the city of New York shall be constructed in accordance with the provisions of section one of this act.

§ 3. This act shall take effect December first, nineteen hundred and four. Except that where the cars of any corporation affected by section one of this act are operated wholly in cities other than the boroughs of Manhattan or Brooklyn in the city of New York, the cars belonging to the corporations so operated shall be equipped with the enclosures provided for in section one of this act as follows, viz.: One-third thereof before December first, nineteen hundred and four, one-third thereof after December first, nineteen hundred and four and before December first, nineteen hundred and five, and the remaining one-third thereof after December first, nineteen hundred and five, and before December first, nineteen hundred and six.

§ 111a. Protection to employees.—Every corporation operating a street surface railroad in the counties of Albany and Rensselaer shall cause the front and rear platforms of every car propelled by electricity, cable or compressed air, during the months of December, January, February and March, except cars attached to the rear of other cars, to be enclosed from the front

and at least one side of the platform to the hood, so as to afford protection to any person stationed by such corporation or person on such platforms to perform duties in connection with the operation of such cars. Platforms on cars on such street surface railroads used more than one mile outside the limits of a city shall be completely enclosed from platform to hood. Every corporation using and operating a car in violation of this section shall be liable to a penalty of twenty-five dollars per day for each car so used and operated to be collected by the people to the use of the poor of the county in which such corporation has its principal office, in an action brought by the attorney-general or the district attorney of such county. The supreme court may, on the application of a citizen, direct the district attorney to bring such action. [*Added by L. 1903, ch. 426, in force September 1, 1904.*]

§ 112. **Protection of employees in the counties of Kings and Queens.**—Every corporation operating a street surface railroad in the counties of Kings or Queens, shall cause the front and rear platforms of every passenger car propelled by electricity, cable or compressed air, operated on any division of such railroad during the months of December, January, February and March, except cars attached to the rear of other cars, to be enclosed from the fronts of the platforms to the fronts of the hoods so as to afford protection to any person stationed by such corporation on such platforms to perform duties connected with the operation of such cars. Every corporation or person using and operating a car in violation of such section shall be liable to a penalty of twenty-five dollars per day for each car used and operated, to be collected in an action brought by the attorney-general and to be paid to the treasurer of the city of New York, or in a suit by the district attorney of the counties of Kings or Queens to be paid into the treasury of the city of New York. One-third of the cars operated by any corporation in either of the above named counties shall be equipped with the enclosures provided for in section one of this act on or before December first, nineteen hundred and five, one-third thereof after December first, nineteen hundred and five, and before December first, nineteen hundred and six, and the remaining one-third thereof after December first, nineteen hundred and six, and before December first, nineteen hundred and seven. [*Added by L. 1905, ch. 453, in effect May 16.*]

#### QUALIFICATIONS OF ENGINEERS AND TELEGRAPHERS.

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 418. **Person unable to read not to act or be employed as engineer.**—Any person unable to read the time-tables of a railroad and ordinary handwriting, who acts as an engineer or runs a locomotive or train on any railroad in this state; or any person who, in his own behalf, or in the behalf of any other person or corporation, knowingly employs a person so unable to read to act as such engineer or to run any such locomotive, is guilty of a misdemeanor; or who employs a person as a telegraph operator who is under the age of eighteen years, or who has less than one year's experience in telegraphing, to receive or transmit a telegraphic message or train order for the movement of trains, is guilty of a misdemeanor. [*As amended by L. 1895, ch. 892.*]

**QUALIFICATIONS OF STREET RAILWAY CONDUCTORS, MOTORMEN, ETC.**

**LAWS OF 1890, CHAPTER 565, BEING THE RAILROAD LAW, AND CONSTITUTING CHAPTER XXXIX OF THE GENERAL LAWS.**

§ 42. Any railroad corporation may employ any inhabitant of the state, of the age of twenty-one years, not addicted to the use of intoxicating liquors, as a car driver, conductor, motorman or gripman, or in any other capacity, if fit and competent therefor. All applicants for positions as motormen or gripmen on any street surface railroad in this state shall be subjected to a thorough examination by the officers of the corporation as to their habits, physical ability and intelligence. If this examination is satisfactory, the applicant shall be placed in the shop or power house where he can be made familiar with the power and machinery he is about to control. He shall then be placed on a car with an instructor, and when the latter is satisfied as to the applicant's capability for the position of motorman or gripman, he shall so certify to the officers of the company, and, if appointed, the applicant shall first serve on the lines of least travel. Any violation of the provisions of this section shall be a misdemeanor. [*As amended by L. 1895, ch. 513.*]

**EMPLOYMENT OF INTEMPERATE PERSONS ON RAILWAYS.**

**LAWS OF 1896, CHAPTER 112 (LIQUOR TAX LAW, CHAPTER 29 OF GENERAL LAWS).**

§ 41. Any person or officer of an association or corporation engaged in the business of conveying passengers or property for hire, who shall employ in the conduct of such business, as an engineer, fireman, conductor, switchtender, train dispatcher, telegrapher, commander, pilot, mate, fireman or in other like capacity, so that by his neglect of duty the safety and security of life, person or property so conveyed might be imperiled, any person who habitually indulges in the intemperate use of liquors, after notice that such person has been intoxicated, while in the active service of such person, association or corporation, shall be guilty of a misdemeanor.

**PENAL CODE: LAWS OF 1881, CHAPTER 676.**

§ 420. 1. Any person who, being employed upon any railway as engineer, conductor, baggagemaster, brakeman, switchtender, fireman, bridgetender, flagman, signalman, or having charge of stations, starting, regulating or running trains upon a railroad, or, being employed as captain, engineer or other officer of a vessel propelled by steam, is intoxicated while engaged in the discharge of any such duties; or

2. An engineer, conductor, brakeman, switchtender, or other officer, agent or employee of any railroad corporation, who willfully violates or omits his duty as such officer, agent or employee, by which human life or safety is endangered, the punishment of which is not otherwise prescribed;

Is guilty of a misdemeanor.

See also §§ 158-159 of the Highway Law (L. 1890, ch. 568, being Ch. XIX of the General Laws) forbidding the employment of persons addicted to drunkenness by owners of public carriages.

**MISCONDUCT OF OFFICIALS OR EMPLOYEES ON ELEVATED RAILROADS.**

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 419. Any conductor, brakeman, or other agent or employee of an elevated railroad, who:

1. Starts any train or car of such railroad, or gives any signal or order to any engineer or other person to start any such train or car, before every passenger therein who manifests an intention to depart therefrom by arising, or moving toward the exit thereof, has departed therefrom; or before every passenger on the platform or station at which the train has stopped, who manifests a desire to enter the train, has actually boarded or entered the same, unless due notice is given by an authorized employee of such railroad that the train is full, and that no more passengers can then be received; or,

2. Obstructs the lawful ingress or egress of a passenger to or from any such car; or,

3. Opens a platform gate of any such car while the train is in motion, or starts such train before such gate is firmly closed;

Is guilty of a misdemeanor.

**OFFICERS OF RAILROAD COMPANIES TO BE UNIFORMED.**

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 425. A person who,

1. Advises or induces any one, being an officer, agent or employee of a railway company, to leave the service of such company, because it requires a uniform to be worn by such officer, agent or employee, or to refuse to wear such uniform, or any part thereof; or

2. Uses any inducement with a person employed by a railway company, to go into the service or employment of any other railway company, because a uniform is required to be worn; or

3. Wears the uniform designated by a railway company without authority;  
Is guilty of a misdemeanor.

**CONDUCTORS AND TRAINMEN AS POLICEMEN.**

LAWS OF 1890, CHAPTER 565, BEING THE RAILROAD LAW, AND CONSTITUTING CHAPTER XXXIX OF THE GENERAL LAWS.

§ 58. When conductors and brakemen may be policemen.—The governor may appoint any conductor or brakeman on any train conveying passengers on any steam railroad in this state, a policeman, with all the powers of a policeman in cities and villages, for the preservation of order and of the public peace, and the arrest of all persons committing offenses upon the land or property of the corporation owning or operating such railroad; and he may also appoint, on the application of any such corporation, or of any steamboat company, such additional policemen, designated by it, as he may deem proper, at any station, or upon any steamboat navigating the waters of this state, who shall have the same powers, but not more than one at any one station, or upon any such steamboat. Every such policeman shall within fifteen days after receiving his commission, and before entering upon the duties of his office, take and subscribe the constitutional oath of office, and file it with his commission in the office of the secretary of state, who shall thereupon transmit to the county clerk of each county in which such police-

man is authorized to act, a certificate, under his hand and official seal, setting forth the appointment and the filing of the commission and oath, which certificate shall be filed by the county clerk. Every such policeman shall when on duty wear a metallic shield, with the words "railway police" or "steam-boat police" as the case may be, and the name of the corporation for which appointed inscribed thereon, which shall always be worn in plain view, except when employed as a detective. The compensation of every such policeman shall be such as may be agreed upon between him and the corporation for which he is appointed, and shall be paid by the corporation. When any corporation shall no longer require the services of any such policeman they may file notice to that effect in the several offices in which notice of his appointment was originally filed, and thereupon such appointment shall cease and be at an end. [*As amended by L. 1899, ch. 539.*]

Derived from L. 1863, ch. 346, as amended by L. 1866, ch. 259, and L. 1875, ch. 198. Also L. 1880, ch. 228, §§ 1, 3-5.

#### PROVIDING FOR BAIL OF RAILWAY EMPLOYEES IN CASES OF ACCIDENT.

##### CODE OF CRIMINAL PROCEDURE.

§ 554a. *Bail of certain railroad employees.*—Whenever a person employed as an engineer, fireman, motorman, conductor, trainman or otherwise, on a train or car of a steam, elevated or street surface railroad, is arrested in any city on a criminal charge, arising from an accident in connection with the operation of such train or car, resulting in an injury or death to a person or injury to property, such engineer, fireman, motorman, conductor, trainman or other employee, shall be immediately taken before a magistrate, if one is accessible, and otherwise, before a captain or sergeant of police, or acting sergeant of police, in charge of a police station in such city, and be given an opportunity to be admitted to bail. Such bail shall be taken in the same manner, so far as practicable, as is provided by section five hundred and fifty-four of this code, for the taking of bail in case of misdemeanor by a captain or sergeant of police, or acting sergeant of police in a city or village, except that the amount of bail shall be fixed by such officer at not exceeding one thousand dollars, and except that the undertaking shall provide for the appearance of the defendant before the magistrate, coroner, or other officer, who, except for this section, would be authorized to take such bail. Such officer may however in his discretion, instead of exacting bail release such employee on his own recognizance, conditional for his appearance as above provided in case an undertaking is required. [*Added by L. 1903, ch. 614, in force September 1.*]

#### UNCLAIMED ARTICLES FOUND IN STREET CARS TO BE SOLD FOR BENEFIT OF EMPLOYEES' ASSOCIATION.

##### LAWS OF 1899, CHAPTER 488.

AN ACT authorizing the sale of property left in street surface railroad cars, and the disposition of the proceeds thereof.

Section 1. It shall be the duty of every street surface railway corporation doing business in this state, which shall have unclaimed property left in its cars, to ascertain, if possible, the owner or owners of such property, and to notify such owner or owners of the fact by mail as soon as possible, after such property comes into its possession. Every such corporation which shall

have such property, not perishable, in its possession for the period of three months, may sell the same at public auction, after giving notice to that effect, by one publication, at least ten days prior to the sale, in a daily newspaper published in the city or village in which such sale is to take place, of the time and place at which such sale will be held, and such sale may be adjourned from time to time until all the articles offered for sale are sold. All perishable property so left, may be sold by any such street surface railroad corporation without notice, as soon as it can be, upon the best terms that can be obtained.

§ 2. All moneys arising from the sale of any such unclaimed property, after deducting charges for storage and expenses of sale, shall be paid by any such corporation to the treasurer of any association, composed of the employees of such street railroad corporation, having for its object the pecuniary assistance of its members in case of disability caused by sickness or accident, for the use and benefit of such association and its members; and where no such association of the employees of any such street railroad corporation is in existence at the time of any such sale, such moneys shall be paid over to the county treasurer of the county in which such sale took place for the benefit of such county.

*Cf. Railroad Law, § 46, relating to "Unclaimed freight and baggage," and L. 1901, ch. 313, § 4, relating to unclaimed trunks and baggage.*

## INDUSTRIAL EDUCATION.

### THE APPRENTICE SYSTEM

Apprenticeship is regulated by Article VII of the Domestic Relations Law (printed below), which is enforced by the Commissioner of Labor (see § 67 of the Labor Law, p. 89, *ante*). The Penal Code makes it a crime to take an apprentice without the consent of the parent or guardian (§ 292-b, p. 133, *ante*) and the Code of Criminal Procedure (Title IX of Part VI) prescribes the proceedings respecting masters, apprentices and servants.

#### LAWS OF 1896, CHAPTER 272, BEING THE DOMESTIC RELATIONS LAW, AND CONSTITUTING CHAPTER 48 OF THE GENERAL LAWS.

##### ARTICLE VII.—APPRENTICES AND SERVANTS.

Section 70. Definitions; effect of article.

71. Contents of indenture.

72. Indenture by minor.

73. Indenture by poor officers.

74. Indenture by charitable corporations.

75. Penalty for failure of master or employer to perform provisions of indenture.

76. Assignment of indenture on death of master or employer.

77. Contract with apprentice in restraint of trade void.

§ 70. Definitions; effect of article.—The instrument whereby a minor is bound out to serve as a clerk or servant in any trade, profession or employment, or is apprenticed to learn the art or mystery of any trade or craft, is an indenture. Every indenture made in pursuance of the laws repealed by this chapter shall be valid hereunder, but hereafter a minor shall not be bound out or apprenticed except in pursuance of this article.

§ 71. Contents of\* indenture.—Every indenture must contain:

1. The names of the parties;
2. The age of the minor as nearly as can be ascertained, which age on the filing of the indenture shall be taken *prima facie* to be the true age;
3. A statement of the nature of the service or employment to which the minor is bound or apprenticed;
4. The term of service or apprenticeship, stating the beginning and end thereof;
5. An agreement that the minor will not leave his master or employer during the term for which he is indentured;
6. An agreement that suitable and proper board, lodging and medical attendance for the minor during the continuance of the term shall be provided, either by the master or employer, or by the parent or guardian of the apprentice. [*As amended by L. 1899, ch. 448.*]
7. A statement of every sum of money paid or agreed to be paid in relation to the service;
8. If such minor is bound as an apprentice to learn the art or mystery of any trade or craft, an agreement on the part of the employer to teach, or cause to be carefully and skillfully taught, to such apprentice, every branch of the business to which such apprentice is indentured, and that at the expira-

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\* "Consents to" in original.



tion of such apprenticeship he will give to such apprentice a certificate, in writing, that such apprentice has served at such trade or craft a full term of apprenticeship specified in such indenture;

9. If a minor is indentured by the poor officers of a county, city or town, or by the authorities of an orphan asylum, penal or charitable institution, an agreement that the master or employer will cause such child to be instructed in reading, writing and the general rules or\* arithmetic, and that at the expiration of the term of service he will give to such minor a new bible.

Every such indenture shall be filed in the office of the county clerk of the county where the master or employer resides.

§ 72. **Indenture by minor; by whom signed.**—Any minor may, by the execution of the indenture provided by this article, bind himself or herself:

1. As an apprentice to learn the art or mystery of any trade or craft for a term of not less than three nor more than five years; or

2. As a servant or clerk in any profession, trade or employment for a term of service not longer than the minority of such minor, unless such indenture be made by a minor coming from a foreign country, for the purpose of paying his passage, when such indenture may be made for a term of one year although such term may extend beyond the time when such person will be of full age.

An indenture made in pursuance of this section must be signed,

1. By the minor;

2. By the father of the minor unless he is legally incapable of giving consent or has abandoned his family;

3. By the mother of the minor unless she is legally incapable of giving consent;

4. By the guardian of the person of the minor, if any;

5. If there be neither parents or\* guardians of the minor legally capable of giving consent, by the county judge of the county or a justice of the supreme court of the district, in which the minor resides; whose consent shall be necessary to the binding out or apprenticing in pursuance of this section of a minor coming from a foreign country or of the child of an Indian woman, in addition to the other consents herein provided;

6. By the master or employer.

§ 73. **Indenture by poor officers; by whom signed.**—The poor officers of a municipal corporation may, by an execution of the indenture provided by this article bind out or apprentice any minor whose support shall become chargeable to such municipal corporation.

In such case the indenture shall be signed,

1. By the officer or officers binding out or apprenticing the minor;

2. By the master or employer;

3. By the county judge of the county, if the support of such child was chargeable to the county, by two justices of the peace, if chargeable to the town, or by the mayor and aldermen or any two of them, if chargeable to the city.

The poor officers by whom a child is indentured and their successors in office, shall be guardians of every such child and shall inquire into the treatment thereof, and redress any grievance as provided by law.

§ 74. **Indenture by a charitable corporation; by whom signed.**—Where an orphan asylum or charitable institution is authorized to bind out or appren-

\*So in original.

tice dependent or indigent children committed to its charge, every such child shall, when practicable, be bound out or apprenticed to persons of the same religious faith as the parents of such child, and the indenture shall in such case be signed,

1. In the corporate name of such institution by the officer or officers thereof authorized by the directors to sign the corporate name to such instrument, and shall be sealed with the corporate seal;

2. By the master or employer; and

3. May be signed by the child, if over twelve years of age.

§ 75. **Penalty for failure of master or employer to perform provisions of indenture.**—If a master or employer to whom a minor has been indentured shall fail, during the term of service, to perform any provision of such indenture, on his part, such minor or any person in his behalf may bring an action against the master or employer to recover damages for such failure; and if satisfied that there is sufficient cause, the court shall direct such indenture to be canceled, and may render judgment against such master or employer for not to exceed one thousand nor less than one hundred dollars, to be collected and paid over for the use and benefit of such minor to the corporation or officers indenturing such minor, if so indentured, and otherwise, to the parents or guardian of the child.

§ 76. **Assignment of indenture on death of master or employer.**—On the death of a master or employer to whom a person is indentured by the poor officers of a municipal corporation, the personal representatives of the master or employer may, with the written and acknowledged consent of such person, assign such indenture and the assignee shall become vested with all the rights and subject to all the liabilities of his assignor; or if such consent be refused, the assignment may be made with like effect by the county judge of the county, on proof that fourteen days' notice of the application therefor has been given to the person indentured, to the officers by whom indentured, and to his parent or guardian, if in the country.

§ 77. **Contracts with apprentices in restraint of trade void.**—No person shall accept from any apprentice any agreement or cause him to be bound by oath, that after his term of service expires, he will not exercise his trade, profession or employment in any particular place; nor shall any person exact from any apprentice, after his term of service expires, any money or other thing, for exercising his trade, profession or employment in any place. Any security given in violation of this section shall be void; and any money paid, or valuable thing delivered, for the consideration, in whole or in part, of any such agreement or exaction, may be recovered back by the person paying the same with interest; and every person accepting such agreement, causing such obligation to be entered into, or exacting money or other thing, is also liable to the apprentice in the penalty of one hundred dollars, which may be recovered in a civil suit.

#### INDUSTRIAL AND REFORM SCHOOLS.

**LAWS OF 1896, CHAPTER 546 (THE STATE CHARITIES LAW, CONSTITUTING CHAPTER XXVI OF THE GENERAL LAWS).**

§ 120. **State industrial school; managers.**—The state industrial school, at Rochester, is hereby continued for the reception of all male children, under the age of sixteen years, who shall be legally committed to such school as

vagrants or on a conviction for any criminal offense by any court having authority to make such commitment. Such school shall be under the control and management of a board of fifteen managers appointed by the governor, by and with the advice and consent of the senate. \* \* \* Such managers shall serve without compensation. [*As amended by L. 1898, ch. 536, and L. 1904, ch. 167.*]

§ 121. **Managers of house of refuge for juvenile delinquents in New York city.**—The society for the reformation of juvenile delinquents in the city of New York shall continue to be a corporation by the name of "The managers of the society for the reformation of juvenile delinquents in the city of New York," with all the powers conferred upon it by its act of incorporation and the acts amendatory thereof, in so far as the same are not inconsistent with the provisions of this act. \* \* \* [*As amended by L. 1904, ch. 167, and L. 1905, ch. 613.*]

§ 124. **Commitment of children.**—Male children under the age of sixteen years may be committed from the rural counties of this state as vagrants, or on the conviction of any criminal offense by any court having authority to make such commitments, to the state industrial school or the house of refuge established by the society for the reformation of juvenile delinquents; but such children in the counties of New York and Kings shall be committed to the house of refuge in New York city, established by such society. \* \* \* [*As amended by L. 1904, ch. 167.*]

NOTE.—Chapter 718 of the Laws of 1904, establishing the New York State Training School for Boys, provides for the selection of a rural site near New York City and for the ultimate abandonment of the House of Refuge, section 6 thereof reading as follows:

When such lands shall have been acquired by the state, they shall be known as the New York state training school for boys, and be used by the state for the purpose of caring for and training all juvenile delinquents properly committed thereto by courts of competent jurisdiction in accordance with existing laws authorizing commitments to the house of refuge on Randall's Island.

§ 131. **Establishing New York state training school for girls.**—The house of refuge for women at Hudson, with its board of managers and its officers and employees, is hereby continued as a reformatory institution under the name and title of the "New York state training school for girls," for the reception of all girls not over the age of sixteen years, who shall be legally committed thereto or placed in charge of such institution as vagrants or on conviction of any criminal offense by any court having authority to make such commitments or to place such girls therein. [*Added by L. 1904, ch. 453.*]

§ 139a. **Employment of inmates.**—The board of managers of such institution shall determine the kind of employment for females committed thereto and shall provide for their necessary custody and superintendence. The provisions for the safe keeping and employment of such females shall be made for the purpose of teaching such females a useful trade or profession and improving their mental and moral condition. Such board of managers may credit such females with a reasonable compensation for the labor performed by them, and may charge them with the necessary expenses of their maintenance and discipline, not exceeding the sum of two dollars per week. If any balance shall be found to be due such females at the expiration of their terms of commitment, such balance may be paid to them at the time of their discharge. To secure the safe keeping, obedience and good order of the females committed to such institution, the superintendent thereof, has the same powers as to such females, as keepers of jails and penitentiaries possess as to persons committed to their custody. [*Added by L. 1904, ch. 453.*]

**INDUSTRIAL TRAINING IN THE PUBLIC SCHOOLS.**

**LAWS OF 1894, CHAPTER 556 (THE CONSOLIDATED SCHOOL LAW, TITLE 15—  
MISCELLANEOUS PROVISIONS).**

§ 21. In each of the state normal schools the course of study shall embrace instruction in industrial or free-hand drawing. The board of education in each city in this state shall cause free instruction to be given in industrial or free-hand drawing in at least one department of the schools under their charge. The board of education of each union free school district shall cause free instruction to be given in industrial or free-hand drawing in the schools under their charge, unless excused therefrom by the superintendent of public instruction.

§ 22. The board of education, or other body having supervision of the public schools in any city or union free school district in this state, is hereby authorized to establish and maintain evening schools for free instruction in industrial drawing, whenever the city authorities in any city or the qualified electors duly convened in any union free school district shall so direct, and shall make provision for the maintenance of such schools. In addition to the powers now conferred by law upon the authorities of any city, or upon the electors of any union free school district in the state, such authorities and such electors shall also have power, whenever they shall think it advisable, to raise such moneys as shall be necessary to carry out the purposes of this act.

§ 25. Boards or departments of education of cities and villages, and of union free schools and trustees of public school districts, are hereby authorized and empowered to establish and maintain a department or departments in the schools under their charge for industrial training and for teaching and illustrating the manual or industrial arts, and the principles underlying the same; and for that purpose they are respectively authorized to purchase and use such material and apparatus, and to establish and maintain such shops, and to employ such instructor or instructors, in addition to the other teachers in said schools, as in their judgment shall be deemed necessary or proper whenever the authorities or electors respectively now authorized by law to raise money by taxation for school purposes, shall make provision for the maintenance of such departments.

§ 27. The state normal and training schools which are or hereafter may be established in this state, hereby are and shall be required to include in their courses of instruction the principles underlying the manual or industrial arts, and also the practical training in the same, to such an extent, as the superintendent of public instruction may prescribe, and to such further extent as the local boards, respectively, of said normal and training schools may prescribe.

**FREE LECTURES FOR WORKINGPEOPLE.**

**LAWS OF 1888, CHAPTER 545.**

**AN ACT to provide for lectures for workingmen and workingwomen [in New York City].**

§ 1. The board of education of the city of New York is hereby authorized and empowered to provide for the employment of competent lecturers to deliver lectures on the natural sciences and kindred subjects in the public

schools of said city in the evenings for the benefit of workingmen and workingwomen.

§ 2. The said board of education shall have power to purchase the books, stationery, charts and other things necessary and expedient to successfully conduct said lectures which it shall have power to direct.

§ 3. No admission fee shall be charged, and at least one school in each ward of said city or such hall or halls therein, if there is not suitable accommodation in the school buildings for persons attending said lectures, where in the judgment of the said board of education it is practicable or expedient, shall be selected and designated by said board for the purpose of carrying out the provisions of this act, and one or more lectures, in the discretion of said board, shall be delivered in each school or other building so selected and designated in each week, between the first day of October in each year and the thirty-first day of March in each succeeding year, excepting the two weeks preceding and the week following the first day of January in each year; and such lecture or lectures may be advertised in a newspaper or newspapers published in said city, or otherwise, as the said board of education in its discretion shall determine. The board of estimate and apportionment of the city and county of New York is hereby authorized to appropriate annually sufficient money to carry out the provisions of this act. [*As amended by L. 1889, ch. 383; L. 1890, ch. 305; L. 1891, ch. 71.*]

#### LAWS OF 1897, CHAPTER 97.

AN ACT to continue free instruction in natural history, geography and kindred subjects in certain institutions, and making an appropriation therefor.

§ 1. The state superintendent of public instruction is hereby authorized to enter into an agreement with the American museum of natural history, in the city of New York, for continuing the instruction of natural history, geography and kindred subjects in the several state normal schools, the normal college of the city of New York, the training school for teachers in the city of Brooklyn, the teachers' institutes in the different counties of the state, and to the teachers in the common schools of the city of New York, Brooklyn and vicinity, authorized by chapter four hundred and twenty-eight of the laws of eighteen hundred and eighty-six, by chapter three hundred and thirty-seven of the laws of eighteen hundred and eighty-eight, by chapter forty-three of the laws of eighteen hundred and ninety-one, and by chapter six of the laws of eighteen hundred and ninety-three, for the further term of four years from the first day of January, eighteen hundred and ninety-seven.

§ 2. Said instruction may include free illustrated lectures to artisans, mechanics and other citizens, on such legal holidays as the state superintendent and museum authorities may agree upon.

§ 3. The sum of eighteen thousand dollars, payable from the free school fund, is hereby appropriated for the preparation for and the support and maintenance of said course of instruction, for the year beginning on the first day of January, eighteen hundred and ninety-seven; and the sum of eighteen thousand dollars shall be appropriated annually thereafter in the general appropriation bill for the preparation for and the support and maintenance of said course of instruction during the term of the agreement authorized by this act.

## LAWS OF 1899, CHAPTER 489.

AN ACT to provide that additional facilities for free instruction in natural history, geography and kindred subjects, by means of pictorial representation and lectures, may be furnished to the free common schools of each city and village of the state that has, or may have, a superintendent of free common schools.

§ 1. The state superintendent of public instruction is hereby authorized to furnish additional facilities for instruction in natural history, geography and kindred subjects, by means of pictorial representation and lectures, to the free common schools of each city and village of the state that has, or may have, a superintendent of free common schools. The local school authorities may, in their discretion, cause the aforesaid illustrated lectures to be repeated to their artisans, mechanics and other citizens on the legal holidays and at other times. Any institution instructing a teachers' training class, or any union free school, may have the free use of the apparatus provided by this act upon the payment to the superintendent of schools loaning the same of necessary expenses incurred in such use or for any loss or injury to said property. Said superintendent may, from time to time, establish the rules and regulations and make and enter into the contracts necessary for carrying out the provisions of this act.

\* \* \* \* \*

## FREE PUBLIC LIBRARIES.

LAWS OF 1892, CHAPTER 685, BEING THE GENERAL MUNICIPAL LAW AND CONSTITUTING CHAPTER XVII OF THE GENERAL LAWS.

§ 24. *Free public libraries.*—Any municipal corporation may establish and maintain a free public library or museum in accordance with the library provisions of the university law, being chapter three hundred and seventy-eight of the laws of eighteen hundred and ninety-two. [*As amended by L. 1896, ch. 576.*]

## LICENSING OF TRADES.\*

### ESTABLISHING A STATE BOARD OF BARBER EXAMINERS.

LAWS OF 1903, CHAPTER 632.

AN ACT to regulate the practice of barbering in the state of New York; to establish a state board of barber examiners, and to provide for the sanitary inspection of barber snops.

Section 1. Within thirty days after the passage of this act the governor shall appoint a board of barber examiners for the state of New York. The board shall consist of four members, two of whom shall be master barbers and two of whom shall be journeymen barbers, and each of whom shall serve for a term of five years from the date when his appointment shall take effect, except that those first appointed shall serve as follows: One for one year, one for two years, one for three years, and one for four years, from the date when his appointment shall take effect respectively, and except in the case of an appointment to fill a vacancy. No person shall be eligible to appointment as a member of said board unless he shall have been continuously for five years last past engaged in the occupation of a barber within this state.

§ 2. Said board so appointed, and its successors, shall be known by the name "board of barber examiners of the state of New York." Every person so appointed to serve on said board shall receive a certificate of his appointment from the governor of the state of New York, and within ten days after receiving such certificate, shall take, subscribe and file, in the office of the secretary of state, the constitutional oath of office.

§ 3. Each member of such board shall receive as compensation the sum of five dollars for each day necessarily and actually engaged in the performance of his duty as a member of said board and three cents for each mile necessarily and actually travelled by him in attending the meetings of said board, which sum or sums shall be paid out of any moneys in the hands of the treasurer of said board.

§ 4. The first meeting of said board shall be held within thirty days after their appointment as aforesaid, at a time and place to be fixed by a majority thereof, who shall give suitable notice thereof to all the members of said board. At such meeting the board may adopt a common seal, and shall elect from among its members a president, a secretary and a treasurer. The treasurer shall receive all fees paid for licenses or certificates, and shall keep a record thereof and of all disbursements of said board, in a book to be kept for that purpose. The treasurer shall not pay out or disburse any of the moneys so received by him except upon the order of the board. Before entering upon the performance of his duties the treasurer shall file with the state comptroller a bond with sufficient sureties to the people of the state of New York, in the penal sum of ten thousand dollars, to be approved by the state comptroller, conditioned that he will well and truly pay over all moneys received by him according to law and in compliance with the provisions of this act, and that he will otherwise faithfully discharge the duties of his office.

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\* The only local laws included under this heading are those applying to New York City. For the licensing of horseshoers, see Article XIII of the Labor Law.

§ 5. The board of examiners shall have the power to appoint sub-boards of examiners, in such cities and villages of this state, as they in their judgment shall deem necessary. Said sub-boards shall each consist of one master barber and one journeyman barber, and shall possess the same qualifications, receive the same compensation, and have the same power as the said board of examiners of the state of New York, while conducting the examinations hereinafter provided for. Said sub-boards shall be subject at all times to the jurisdiction and control of the "board of barber examiners of the state of New York," and shall serve during the pleasure of said state board. The sub-boards shall report the result of their examinations, without delay, to the state board of examiners, and the latter shall issue certificates of qualification to the persons who have qualified in said examinations.

§ 6. No person shall hereafter practice the occupation of a barber in this state, unless such person shall have first received a certificate of qualification from the board of examiners provided for in section one of this act. For the purpose of examining applicants for certificates of qualification as barbers the said board of examiners shall appoint the times and places for holding examinations. Such appointment shall be made with due regard to the convenience of the applicants and the public service. Said state board of examiners shall prescribe the mode and manner of conducting such examinations and shall appoint two of its members, one of whom shall be a master barber and the other a journeyman barber to conduct such examinations, or said board may designate a sub-board to conduct such examinations. Said board of examiners is authorized to incur all expenses necessary to carry out, in a prompt and efficient manner, the provisions of this act, and to pay the same out of any moneys in the hands of the treasurer of said board, except, however, said board of examiners shall not incur any expense or obligation for which the state of New York shall be liable.

§ 7. Each person on filing his application for examination shall pay to the treasurer of the said board of examiners the sum of five dollars, which sum shall be returned in case said applicant shall fail to pass said examination. Such payment shall constitute a part of the fund to pay the compensation and expenses of said board. The board shall keep a list of the names and places of business of all persons to whom certificates of qualification are granted under the provisions of this act, in a book provided for that purpose, with the names arranged in alphabetical order, and said book shall be at all times open to public inspection.

§ 8. Every person now engaged in the business of a barber in this state, shall, within three months after the passage of this act, file an affidavit with the secretary of said board, setting forth his or her name, place of business, post office address, the length of time he has been engaged in the business of a barber, and pay to the treasurer the sum of one dollar, for the certificate provided for in this act.

§ 9. Said board shall furnish to each person to whom a certificate of registration is issued, a card or insignia bearing the seal of the board and the signatures of its president and secretary, certifying that the holder thereof is entitled to practice the occupation of a barber in this state, and it shall be the duty of the holder of such card or insign[i]a to post the same in a conspicuous place in the shop or place where he is working, where it may be readily seen by all persons whom he or she may serve.



§ 10. Said board of examiners shall have power to revoke any certificate of registration granted by it under this act, for (a) conviction of felony: (b) habitual drunkenness for six months immediately preceding a charge duly made: (c) gross incompetence or (d) the use of unclean towels, cups or any other unclean utensils used by barbers which are liable to spread contagious or infectious diseases; provided, that before any certificate shall be so revoked the holder thereof shall have notice in writing of the charge or charges against him or her, and shall at a day and place specified in said notice, at least ten days after the service thereof, be given a public hearing and full opportunity to produce testimony in his or her behalf or to confront the witnesses against him or her. Any person whose certificate has been so revoked, may, after the expiration of three months, apply to have the same regranted, and the same shall be regranted to him or her upon a satisfactory showing that the disqualification has ceased.

§ 11. The board shall cause to be made and filed with the state comptroller, on or before the first day of December of each year, a report showing the receipts and disbursements of said board and the balance in the hands of the treasurer of said board, together with a statement of the amount of such balance necessary to be held in the hands of the said treasurer to meet the expenses of the ensuing year. The comptroller shall thereupon make and file in his office an estimate of the amount of such balance necessary to be held by said board for the purposes hereinbefore stated, which sum may be retained by said board for said purposes and the balance of said surplus paid by the treasurer of said board into the state treasury.

§ 12. Upon the report of a member of the state board of examiners duly appointed as herein provided, or of a member of a sub-board of examiners in any city or village of the state, that a barber shop is in an unsanitary condition, said state board of examiners shall be empowered to call upon the state or local board of health, to declare such shop a public nuisance, and should the proprietor of said shop fail to abolish said nuisance within a period of thirty days after notice to do so by either the state or local board of health, the board of examiners provided for in this act shall be empowered to call upon the aforesaid board of health to abolish the aforementioned public nuisance.

§ 13. To shave, trim the beard, or cut the hair of any person for hire or reward, received by the person performing such service, or any other person, shall be construed as practicing the occupation of a barber within the meaning of this act. This act shall not in any way apply to or affect any person who is now occupied or working as a barber in this state, nor any person employed in a barber shop or an apprentice, except that a person so employed less than three years prior to the passage of this act, shall be considered an apprentice, and at the expiration of such three years of such employment shall be subject to the provisions of this act.

§ 14. Any person violating any of the provisions of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than ten dollars or imprisonment in the county jail for a period of not less than thirty days, or by both such fine and imprisonment.

§ 15. This act shall take effect ninety days after the passage thereof.

Approved May 15, 1903.

## EXAMINATION AND LICENSING OF PLUMBERS IN CITIES.

LAWS OF 1900, CHAPTER 327. BEING THE GENERAL CITY LAW AND CONSTITUTING CHAPTER XXII OF THE GENERAL LAWS.

## ARTICLE III.—PLUMBING AND DRAINAGE.

- Section 40. Examining boards of plumbers in cities.
41. Term of office; vacancies.
  42. Compensation of members of board.
  43. Qualifications.
  44. Powers and duties.
  45. Examinations; conducting business without certificate prohibited.
  46. Registration, when required.
  47. Cancellation of registration; notice.
  48. Inspectors' qualifications; notice.
  49. Duties of inspectors; reports.
  50. Expiration and renewals of certificates and licenses.
  51. Notice of violations of rules.
  52. Notice, how served; proceedings when violations not removed.
  53. Plumbing and drainage to be executed according to rules.
  54. Office room; expenses a city charge.
  55. Violations, how punished.
  56. Issue of licenses to connect with sewers and water mains restricted.
  57. Article limited.

§ 40. Examining boards of plumbers in cities.—The existing boards for the examination of plumbers in cities of this state are continued and each shall hereafter be known as the examining board of plumbers. Such board in each city shall continue to consist of five persons to be appointed by the mayor, of whom two shall be employing or master plumbers of not less than ten years' experience in the business of plumbing, and one shall be a journeyman plumber of like experience, and the other members of such board shall be the chief inspector of plumbing and drainage of the board of health of such city, or officer performing the duties of such inspector, and the chief engineer having charge of sewers in such city, but in the event of there being no such officers in such city, then any two other officers having charge or supervision of the plumbing, drainage or sewerage, whom the mayor shall designate or appoint, or two members of the board of health of such city having like duties or acting in like capacities.

*Constitutionality.*—L. 1892, ch. 602, from which this statute was derived, was held constitutional as a police measure in the interest of the public health. *People ex rel. Nechamcus*, 144 N. Y. 529 (1895).

A separate statute (L. 1896, ch. 803) regulates the practice of plumbing in New York City (see below).

§ 45. Examinations; conducting business without certificate prohibited.—A person desiring or intending to conduct the trade, business or calling of a plumber or of plumbing in a city of this state as employing or master plumber, shall be required to submit to an examination before such examining board of plumbers as to his experience and qualifications for such trade, business or calling; and it shall not be lawful in any city of this state for a person to conduct such trade, business or calling, unless he shall have first obtained a certificate of competency from such board of the city in which he conducts or proposes to conduct such business.

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§ 46. Registration, when required.—Every employing or master plumber carrying on his trade, business or calling in any city of this state shall register his name and address at the office of the board of health of the city

in which he shall conduct such business, under such rules as the respective boards of health of each of the cities shall prescribe, and thereupon he shall be entitled to receive a certificate of such registration; provided, however, that such employing or master plumber shall at the time of applying for such registration hold a certificate of competency from an examining board of plumbers.

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§ 57. Article limited.—Nothing in this article shall affect or supersede any provision of chapter eight hundred and three of the laws of eighteen hundred and ninety-six, relating to plumbing in the city of New York.

#### LAWS OF 1896, CHAPTER 803.

##### AN ACT in relation to plumbing in the city of New York.

§ 1. Once in each year, every employing or master plumber carrying on his trade, business or calling in the city of New York, shall register his name and address at the office of the department of buildings in said city under such rules and regulations as said department shall prescribe, and thereupon he shall be entitled to receive a certificate of such registration from said department, provided, however, that such employing or master plumber shall, at the time of applying for such registration, hold a certificate of competency from the examining board of plumbers of said city. The time for making such registration shall be during the month of March in each year. Where, however, a person obtains a certificate of competency at a time other than in the month of March in any year, he may register within thirty days after obtaining such certificate of competency, but he must also register in the month of March in each year as above provided. Such registration may be cancelled by the superintendent of buildings for a violation of the rules and regulations for the plumbing and drainage of such city, duly adopted and in force pursuant to the provisions of this act, or whenever the person so registered ceases to be a master or employing plumber, after a hearing had before said superintendent, and upon a prior notice of not less than ten days, stating the grounds of complaint and served upon the person charged with the violation of the aforesaid rules and regulations. After the passage of this act it shall not be lawful for any person or co-partnership to engage in, or carry on the trade, business or calling of employing or master plumber in the city of New York, unless the name and address of such person and of each and every member of such co-partnership shall have been registered as above provided.

§ 2. In the city of New York it shall be unlawful for any person or persons to expose the sign of "Plumber" or "Plumbing" or a sign containing words of similar import and meaning, unless said person or persons shall have obtained a certificate of competency from the examining board of plumbers of said city and shall have registered as herein provided.

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The statute is unconstitutional in so far as it attempts to subject non-practicing or financial partners in a plumbing firm to examination and registration. Schnaier v. Navarre Hotel and Importation Co., 182 N. Y. 83 (June, 1905).

## INSPECTION OF STEAM BOILERS AND LICENSING OF STEAM ENGINEERS IN NEW YORK CITY.\*

LAWS OF 1901, CHAPTER 466, BEING THE REVISED CHARTER OF GREATER NEW YORK.

§ 342. Steam boilers; inspection of; not to be operated without certificate. —Every owner, agent or lessee of a steam boiler or boilers in use in the city of New York shall annually, and at such convenient times and in such manner and in such form as may, by rules and regulations to be made therefor by the police commissioner be provided, report to the said department the location of each steam boiler or boilers, and thereupon, and as soon thereafter as practicable, the sanitary company or such member or members thereof as may be competent for the duty herein described, and may be detailed for such duty by the police commissioner shall proceed to inspect such steam boilers, and all apparatus and appliances connected therewith; but no person shall be detailed for such duty except he be a practical engineer, and the strength and security of each boiler shall be tested by atmospheric and hydrostatic pressure and the strength and security of each boiler or boilers so tested shall have, under the control of the said sanitary company, such attachments, apparatus and appliances as may be necessary for the limitation of pressure, locked and secured in like manner as may be from time to time adopted by the United States inspectors of steam boilers or the secretary of the treasury, according to act of Congress, passed July twenty-fifth, eighteen hundred and sixty-six; and they shall limit the pressure of steam to be applied to or upon such boiler, certifying each inspection and such limit of pressure to the owner of the boiler inspected, and also to the engineer in charge of same, and no greater amount of steam or pressure than that certified in the case of any boiler shall be applied thereto. In limiting the amount of pressure, wherever the boiler under test will bear the same, the limit desired by the owner of the boiler shall be the one certified. Every owner, agent or lessee of a steam boiler or boilers in use in the city of New York shall, for the inspection and testing of such or each of such boilers, as provided for in this act, and upon receiving from the police department a certificate setting forth the location of the boiler inspected, the date of such inspection, the persons by whom the inspection was made, and the limit of steam pressure which shall be applied to or upon such boiler or each of such boilers pay annually to the police commissioner for each boiler, for the use of the police pension fund, the sum of two dollars, such certificate to continue in force for one year from the granting thereof when it shall expire, unless sooner revoked or suspended. Such certificate may be renewed upon the payment of a like sum and like conditions, to be applied to a like purpose. It shall not be lawful for any person or persons, corporation or corporations, to have used or operated within the city of New York any steam boiler or boilers except for heating purposes and for railway locomotives, without having first had such boiler or boilers inspected or tested and procured for such boiler or each of such boilers so used or operated the certificate herein provided for. The superintendent and inspectors of boilers, in the employ of

\* For statute regulating examination of stationary engineers in Buffalo, see the charter (L. 1891, ch. 105), as amended by L. 1899, ch. 557. As to general responsibility of persons in charge of steam boilers, see §§ 199, 360-362 of the Penal Code, *ante*, p. 138.

the police department, in the city of Brooklyn, and the boiler inspectors in Long Island City, shall continue to discharge the duties heretofore devolved upon them, subject, however, to removal for cause, or when they are no longer needed.

§ 343. No person to act as engineer without certificate.—It shall not be lawful for any person or persons to operate or use any steam boiler to generate steam except for railway locomotive engines, and for heating purposes in private dwellings, and boilers carrying not over ten pounds of steam and not over ten horse-power, or to act as engineer for such purposes in the city of New York without having a certificate of qualification therefor from practical engineers detailed as such by the police department, such certificate to be countersigned by the officer in command of the sanitary company of the police department of the city of New York and to continue in force one year, unless sooner revoked or suspended. Such certificate may be revoked or suspended at any time by the police commissioner upon the report of any two practical engineers, detailed as provided in this section, stating the grounds upon which such certificate should be revoked or suspended. Where such certificate shall have been revoked, as provided in this section, a like certificate shall not in any case be issued to the same person within six months from the date of the revocation of the former certificate held by such person.

LAWS OF 1897, CHAPTER 635, AMENDING SECTION 312 OF THE NEW YORK CITY  
CONSOLIDATION ACT (LAWS OF 1882, CHAPTER 410).

AN ACT to amend chapter four hundred and ten of the laws of eighteen hundred and eighty-two, entitled "An act to consolidate into one act and to declare the special and local laws affecting public interests in the city of New York," relative to engineers.

Section 1. Section three hundred and twelve of chapter four hundred and ten of the laws of eighteen hundred and eighty-two is hereby amended so as to read as follows:

§ 312. The board of police shall preserve in proper form a correct record of all inspections of steam boilers made under its direction, and of the amount of steam or pressure allowed in each case, and in cases where any steam boiler or the apparatus or appliances connected therewith shall be deemed by the board, after inspection, to be insecure or dangerous, the board shall prescribe such changes and alterations as may render such boilers, apparatus and appliances secure and devoid of danger. And in the meantime, and until such changes and alterations are made, and such appliances attached, such boiler, apparatus and appliances may be taken under the control of the board of police, and all persons prevented from using the same, and in cases deemed necessary, the appliances, apparatus, or attachments for the limitation of pressure may be taken under the control of the said board of police. And no owner, or agent of such owner, or lessee of any steam boiler to generate steam, shall employ any person as engineer or to operate such boiler unless such person shall first obtain a certificate as to qualification therefor from a board of practical engineers detailed as such by the police department, such certificate to be countersigned by the officer in command of the sanitary company of the police department of the city of New York. In order to be qualified to be examined for and to receive such certificate of qualification as an engineer, a person must comply, to the satisfaction of said board, with the following requirements:

1. He must be a citizen of the United States and over twenty-one years of age.

2. He must, on his first application for examination, fill out, in his own handwriting, a blank application to be prepared and supplied by the said board of examiners, and which shall contain the name, age, and place of residence of the applicant, the place or places where employed and the nature of his employment for five years prior to the date of his application, and a statement that he is a citizen of the United States. The application shall be verified by him, and shall, after the verification, contain a certificate signed by three engineers, employed in New York city, and registered on the books of said board of examiners as engineers working at their trade, certifying that the statements contained in such application are true. Such application shall be filed with said board.

3. The following persons, who have first complied with the provisions of subdivisions one and two of this section, and no other persons may make application to be examined for a license to act as engineer.

a. Any person who has been employed as a fireman, as an oiler, or as a general assistant under the instructions of a licensed engineer in any building or buildings in the city of New York, for a period of not less than five years.

b. Any person who has served as a fireman, oiler or general assistant to the engineer on any steamship or steamboat, for a period of five years, and shall have been employed for two years under a licensed engineer in a building in the city of New York, or any person who has served as a marine or locomotive engineer or fireman to a locomotive engineer for a period of five years and shall have been a resident of the state of New York for a period of two years. [*As amended by L. 1900, ch. 461.*]

c. Any person who has learned the trade of machinist, or boiler maker or steamfitter and worked at such trade for three years exclusive of time served as apprentice, or while learning such trade, and also any person who has graduated as a mechanical engineer from a duly established school of technology, after such person has had two years' experience in the engineering department in any building or buildings in charge of a licensed engineer in the city of New York.

d. Any person who holds a certificate as engineer issued to him by any duly qualified board of examining engineers existing pursuant to law in any state or territory of the United States and who shall file with his application a copy of such certificate and an affidavit that he is the identical person to whom said certificate was issued. If the board of examiners of engineers shall determine that the applicant has complied with the requirements of this section he shall be examined as to his qualifications to take charge of, and operate steam boilers and steam engines in the city of New York, and if found qualified said board shall issue to him a certificate of the third class. After the applicant has worked for a period of two years under his certificate of the third class, he may be again examined by said board for a certificate of the second class and if found worthy the said board may issue to him such certificate of the second class, and after he has worked for a period of one year under said certificate of the second class he may be examined for a certificate of the first class; and when it shall be made to appear to the satisfaction of said board of examiners that the applicant for either of said grades lacks mechanical skill, is a person of bad habits or is addicted to the use of intoxic-

icating beverages he shall not be entitled to receive such grade of license and shall not be re-examined for the same until after the expiration of one year. Every owner or lessee, or the agent of the owner or lessee, of any steam boiler, steam generator, or steam engine aforesaid, and every person acting for such owner or agent is hereby forbidden to delegate or transfer to any person or persons other than the licensed engineer the responsibility and liability of keeping and maintaining in good order and condition any such steam boiler, steam generator or steam engine, nor shall any such owner, lessee or agent, enter into a contract for the operation or management of a steam boiler, steam generator or steam engine, whereby said owner, lessee or agent shall be relieved of the responsibility or liability for injury which may be caused to person or property by such steam boiler, steam generator or steam engine. Every engineer holding a certificate of qualification from said board of examiners shall be responsible to the owner, lessee, or agent employing him for the good care, repair, good order and management of the steam boiler, steam generator or steam engine in charge of, or run or operated by such engineer.

e. Any person or persons violating any provision of this section or of any of its subdivisions shall be guilty of a misdemeanor. [*Added by L. 1900, ch. 709.*]

#### LICENSING OF STATIONARY FIREMEN IN NEW YORK CITY.

##### LAWS OF 1901, CHAPTER 733.

AN ACT to provide for the licensing of firemen operating steam stationary boiler or boilers in the city of New York.

Section 1. It shall be unlawful for any fireman or firemen to operate steam stationary boiler or boilers in the city of New York, unless the fireman or firemen so operating such boiler or boilers are duly licensed as hereinafter provided. Such fireman or firemen to be under the supervision and direction of a duly licensed engineer or engineers.

§ 2. Should any boiler or boilers be found at any time operated by any person who is not a duly licensed fireman or engineer as provided by this act, the owner or lessee thereof shall be notified, and if after one week from such notification the same boiler or boilers is again found to be operated by a person or persons not duly licensed under this act, it shall be deemed prima facie evidence of a violation of this act.

§ 3. Any person desiring to act as a fireman shall make application for a license to so act, to the steam boiler bureau of the police department as now exists for licensing engineers, who shall furnish to each applicant blank forms of application, which application when filled out, shall be signed by a licensed engineer engaged in working as an engineer in the city of New York, who shall therein certify that the applicant is of good character, and has been employed as oiler, coalpasser or general assistant under the instructions of a licensed engineer on a building or buildings in the city of New York, or on any steamboat, steamship or locomotive for a period of not less than two years. The applicant shall be given a practical examination by the board of examiners detailed as such by the police commissioner and if found competent as to his ability to operate a steam boiler or boilers as specified in section one of this act shall receive within six days after such examination a license as provided by this act. Such license may be revoked or suspended

at any time by the police commissioner upon the proof of deficiency. Every license issued under this act shall continue in force for one year from the date of issue unless sooner revoked as above provided. Every license issued under this act unless revoked as herein provided shall at the end of one year from date of issue thereof, be renewed by the board of examiners upon application and without further examination. Every application for renewal of license must be made within thirty days of the expiration of such license. With every license granted under this act there shall be issued to every person obtaining such license a certificate, certified by the officers in charge of the boiler inspection bureau. Such certificate shall be placed in the boiler room of the plant operated by the holder of such license, so as to be easily read.

§ 4. No person shall be eligible to procure a license under this act unless the said person be a citizen of the United States.

§ 5. All persons operating boilers in use upon locomotives or in government buildings, and those used for heating purposes carrying a pressure not exceeding ten pounds to the square inch, shall be exempt from the provisions of this act. Such license will not permit any person other than a duly licensed engineer to take charge of any boiler or boilers in the city of New York.

§ 6. This act shall take effect immediately.



## TRADE UNIONS.

No special provision is made by the statutes of New York for the incorporation of trade unions as business organizations. An association of workmen for the purpose of undertaking cooperative insurance may incorporate under the Insurance Law; but nothing in this law or any of the laws relating to stock corporations provides for the actual business of trade unions in contracting with employers as the agents of the employees. This primary object of trade unions finds no recognition, of course, in the non-stock corporation laws; although the unions that have incorporated in New York have done so under the Membership Corporations Law, which applies to benevolent, charitable, scientific and missionary societies (*cf.* Professor Collin's opinion, *post*).

As a matter of fact, trade unions do not find incorporation necessary in order to obtain legal standing in the courts, since the law of this State has provided since 1851 that an unincorporated association consisting of seven or more persons may sue and be sued in the name of its president and treasurer (§§ 1919-1921 of the Code of Civil Procedure, *as below*).

As to union labels, see §§ 15 and 16 of the Labor Law, *ante*.

### ACTION BY OR AGAINST AN UNINCORPORATED ASSOCIATION.

#### CODE OF CIVIL PROCEDURE, ARTICLE I OF TITLE V OF CHAPTER XV.

§ 1919. An action or special proceeding may be maintained, by the president or treasurer of an unincorporated association, consisting of seven or more persons, to recover any property, or upon any cause of action, for or upon which all the associates may maintain such an action or special proceeding, by reason of their interest or ownership therein, either jointly or in common. An action may likewise be maintained by such president or treasurer to recover from one or more members of such association his or their proportionate share of any moneys lawfully expended by such association for the benefit of such associates, or to enforce any lawful claim of such association against such member or members. An action or special proceeding may be maintained, against the president or treasurer of such an association, to recover any property, or upon any cause of action, for or upon which the plaintiff may maintain such an action or special proceeding, against all the associates, by reason of their interest or ownership, or claim of ownership therein, either jointly or in common, or their liability therefor, either jointly or severally. Any partnership, or other company of persons, which has a president or treasurer, is deemed an association within the meaning of this section. [*As amended by L. 1900, ch. 184.*]

The action, though in form against such officer, is in substance and reality against the association (Mason v. Holmes, 30 Misc. 719).

§ 1921. In such an action the officer against whom it is brought cannot be arrested; and a judgment against him does not authorize an execution to be issued against his property, or his person; nor does the docketing thereof bind his real property, or chattels real. Where such a judgment is for a sum of money, an execution issued thereupon must require the sheriff to satisfy the same, out of any personal or real property belonging to the association, or owned, jointly or in common, by all the members thereof. [*As amended by L. 1898, ch. 293.*]

An action for damages held to lie against an unincorporated trade union, *Curran v. Galen*, 152 N. Y. 33 (1897); see also *Connell v. Stalker*, 20 Misc. 423 (1897); *Coons v. Chrystie*, 24 Misc. 296 (1898); *Matthews v. Shankland*, 25 Misc. 604 (1898); *Beattie v. Callanan*, 67 App. Div. 14 (1901).

**AUTHORIZING THE INCORPORATION OF LABOR ORGANIZATIONS FOR BENEVOLENT PURPOSES.**

**LAWS OF 1895, CHAPTER 559, BEING THE MEMBERSHIP CORPORATIONS LAW, AND CONSTITUTING CHAPTER XLIII OF THE GENERAL LAWS.**

**§ 30. Purposes for which corporations may be formed under this article.**—A membership corporation may be created under this article [II] for any lawful purpose, except a purpose for which a corporation may be created under any other article of this chapter, or under any other general law than this chapter.

*Reviser's Note.*—"This section is intended to make one complete general statement, including every object for which membership corporations ought to be permitted under a general law, instead of a long enumeration of particular purposes, requiring new legislation whenever incorporation is desired for a new purpose. The definition of a membership corporation in section 2 will prevent the formation of a stock corporation or of a mutual benefit insurance corporation under this article. See *Matter of Lampson*, 35 App. Div. 49, *affd.* in 161 N. Y. 511; *People v. Johnson*, 22 Misc. 150."

**§ 31. Certificates of incorporation.**—Five or more persons may become a membership corporation for any one of the purposes for which a corporation may be formed under this article or for any two or more of such purposes of a kindred nature, by making, acknowledging and filing a certificate, stating the particular objects for which the corporation is to be formed, each of which must be such as is authorized by this article; the name of the proposed corporation; the territory in which its operations are to be principally conducted; the town, village or city in which its principal office is to be located, if it be then practicable to fix such location; the number of its directors, not less than three nor more than thirty; the names and places of residence of the persons to be its directors until its first annual meeting. Such certificate shall not be filed without the written approval, indorsed thereupon or annexed thereto, of a justice of the supreme court. \* \* \* On filing such certificate, in pursuance of law, the signers thereof, their associates and successors, shall be a corporation in accordance with the provisions of such certificate. \* \* \* [*As amended by L. 1897, ch. 205, and L. 1901, ch. 436.*]

**OPINION OF PROFESSOR CHARLES A. COLLIN AS TO HOW TO INCORPORATE LABOR ORGANIZATIONS.**

Professor Charles A. Collin, formerly one of the Commissioners of Statutory Revision, has, by special request, furnished to the Bureau the following information as to the incorporation of labor organizations for benevolent and protective purposes:

"Previous to 1895, the incorporation of workingmen's unions was authorized by the Laws of 1871, chapter 875. This act was repealed by the Membership Corporations Law (Laws of 1895, chapter 559), the provisions of which, by section 30 thereof, are made applicable to the incorporation of workingmen's unions. The Membership Corporations Law and the General Corporation Law are to be read together for the purpose of ascertaining the statutory provisions now regulating the incorporation and corporate administration of workingmen's unions, and together they furnish substantially all of the statutory law upon this subject.

"Incorporation is effected by filing certificates of incorporation in the offices of the Secretary of State and of the county clerk of the county in which the operations of the corporation are to be principally conducted. The certificates may be executed in duplicate original, each charter member signing and acknowledging both originals, and a justice of the Supreme Court approving both originals, and by filing one of the originals in each of the two offices aforesaid; or, instead, by executing one original only and filing that in the office of the Secretary of State and filing a certified copy thereof in the office of the county clerk. When the filing is completed, the corporation is born.

" There must be at least five charter members signing the certificate and as many more may sign as is desired. The signers may be either men or women, but must all be over twenty-one years of age; at least two-thirds of them must be citizens of the United States, and at least one of them must be a resident of this State.

" The certificate must state:

"(1) *The particular objects for which the corporation is to be formed.* In general, the objects to be stated may be any object other than the conduct of a business for the purposes of profit, except that the objects stated must not amount to co operative insurance, or for building or mutual loan purposes. If co operative insurance or mutual loan are among the objects proposed, incorporation must be under the insurance or banking laws.

"(2) *The name of the proposed corporation.* The name chosen must not be the name of any existing corporation, nor so similar to the name of any existing corporation as to be calculated to deceive. This does not prevent the name being exactly the same except as to difference of locality or number. For instance, 'The Boilermakers' Union of Brooklyn' is not prohibited because there exists a corporation whose name is 'The Boilermakers' Union of Buffalo.' Neither would the name 'The Boilermakers' Union of Brooklyn, No. 21,' be prohibited because there already existed a corporation whose name was 'The Boilermakers' Union of Brooklyn, No. 20.'

"(3) *The territory in which its operations are to be principally conducted.* Such territory may either be a city, village, town, county, the entire State, or the United States and England, or one or more specified foreign countries.

"(4) *The town, village, city or county in this State, in which its principal office is to be located, if it be then practicable to fix such location.* This does not require the actual location of an office in a room or building, nor the occupation or the renting of a building or of any room therein for the purposes of an office. The term 'office of a corporation,' as used in the statutes, means either its principal office within the State or the town, village, city or county within the State in which its operations are to be principally conducted, and the designation of any such town, village, city or county will be sufficient designation of the principal office. In other words, the general headquarters of the union is its principal office within the meaning of the statute.

"(5) *The number of its directors,* which must be at least three and not more than thirty.

"(6) *The names and places of residence of the persons to be its directors until its first annual meeting.* At least two of the directors so named must be residents of this State.

"(7) *The times for holding its annual meeting.*

"(8) The certificate may contain any other provision for the conduct of the affairs of the corporation or any limitation upon its powers or upon the powers of its directors which does not exempt them from the performance of any obligation or duty imposed by law.

"The certificate must be acknowledged by each signer before a notary public, justice of the peace, commissioner of deeds, judge, mayor, recorder of the city or other officer authorized to take the acknowledgments of deeds, and must be approved by a justice of the Supreme Court before it can be filed.

"The certificate may be in the following form:

CERTIFICATE OF INCORPORATION OF  
TYPOGRAPHICAL UNION NO. — OF THE CITY OF —.

" We, the undersigned, all being of full age, two-thirds of us being citizens of the United States, and one of us being a resident of the State of New York, desiring to form a membership corporation under and in pursuance to the laws of the State of New York for the purposes hereinafter set forth, do hereby certify:

" First—The purposes for which such corporation is to be formed are the protection and improvement of its members in their trade or calling as printers; the intellectual, moral and spiritual improvement of its members; the assistance of the members who may be out of work or otherwise needy or deserving; and the payment of the funeral expenses of deceased members.

" Second—The name of the proposed corporation shall be 'Typographical Union No. — of the city of —.

" Third—The territory in which the operations of such corporation are to be principally conducted is the city of —.

" Fourth—The principal office of such corporation is to be located in the city of —.

" Fifth—The number of directors of such corporation shall be twelve.

" Sixth—The names and places of residence of the persons to be directors of such corporation until its first annual meeting are as follows: John Smith, residing at No. 24 — street, —, N. Y. [Here insert the names and residences of the other directors.]

"Seventh—The time for holding the annual meetings of such corporation shall be the second Tuesday of January of each year at eight o'clock P. M.

"In witness whereof, we have hereunto signed our names this 20th day of July, 1895.

JOHN SMITH.

[Here follow the names of the other signers.]

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_, ss.:

"On this 20th day of July, 1895, before me personally appeared John Smith [here add the names of the other signers], to me known to be the persons described in and who executed the foregoing certificate, and they severally acknowledged to me that they executed the same.

JAMES BROWN,  
*Notary Public.*

"I approve the foregoing certificate.

PETER V. MCLENNAN,  
*Justice of the Supreme Court.*

"The foregoing form of certificate is, of course, to be changed to suit particular trades or localities.

"The most convenient way will probably be to have two copies of the certificate drawn and have each signer sign and acknowledge both copies and the judge approve both copies, so that each will be an original, and one original can be filed in the office of the Secretary of State at Albany and the other original filed in the office of the county clerk. But one original only may be executed and filed in the office of the Secretary of State and a certified copy thereof filed in the county clerk's office.

"If a labor organization be already formed but not incorporated, and it is desired to incorporate it so that all its property and its members will be the property and the members of the corporation, proceedings should be had under section 5 of the Membership Corporations Law, to wit: 'The unanimous vote of all its members present and voting at a regular or a regularly called meeting thereof, may authorize its directors to incorporate.' Whereupon, the directors so authorized may execute and file a certificate of incorporation in the same manner as above set forth for the incorporation of an entirely new organization.

"The certificate of incorporation, together with the General Corporation Law and the Membership Corporations Law, may properly be termed the charter of the corporation. Its by-laws are to be prepared by the members of the corporation, to wit: the signers of the certificate, or by the directors named in the certificate if the members do not choose to make the by-laws. The by-laws should provide for the election of new members, terms of membership, the grounds for expulsion of members, dues of members, if any, etc. The by-laws may also provide for the classification of the directors, as for instance, that twelve directors shall be divided into three classes of four each, so that four shall hold for three years, four for two years and four for one year, and after the first board is elected, four will be elected annually for a term of three years."

#### AUTHORIZING LABOR ORGANIZATIONS TO MAINTAIN OR CONSTRUCT BUILDINGS HALLS OR LIBRARIES FOR THEIR USE.

#### LAWS OF 1896, CHAPTER 377, BEING THE BENEVOLENT ORDERS LAW, AND CON- STITUTING CHAPTER 44 OF THE GENERAL LAWS.

§ 7. Joint corporations.— \* \* \* any number of trades unions, trades assemblies, trades associations or labor organizations, \* \* \* may unite in forming a corporation for the purpose of acquiring, constructing, maintaining and managing a hall, temple or other building, or a home for the aged and indigent members of such order and their dependent widows and orphans, and of creating, collecting and maintaining a library for the use of the bodies uniting to form such corporation. Each body hereafter uniting to form such corporation shall annually at a regular meeting thereof, held in accordance with its constitution and general rules and regulations or by-laws, elect a member thereof to represent it in such corporation. \* \* \* The trustee so elected shall make, acknowledge and file with the secretary of state, a certificate stating the name of the corporation to be formed, its purposes and objects, the names and places of residence of the trustees, the names of

the bodies which they respectively represent, the names of the bodies uniting to form the corporation and their location, and the name of the town, village or city and the county where such building is, or is to be located; and thereupon the several bodies so uniting shall be a corporation for the purposes specified in such certificate. [*As amended by L. 1898, chaps. 46 and 464; L. 1902, ch. 390; L. 1903, ch. 283; L. 1904, ch. 143.*]

§ 9. Powers.—Such corporation may acquire real property in the town, village or city in which such hall, home, temple or building is or is to be located, and erect such building or buildings thereupon for the uses and purposes of the corporation, as the trustees may deem necessary, or repair, rebuild or reconstruct any building or buildings that may be thereupon and furnish and complete such rooms therein as may appear necessary for the use of such bodies or for any other purpose for which the corporation is formed; and may rent to other persons any room in such building or any portion of such real property. Until such real property shall be acquired or such building erected or made ready for use, the corporation may rent and release such rooms or apartments in such town, village or city as may be suitable or convenient for the use of the bodies mentioned in such certificate, or of such other bodies as may desire to use them, and the board of trustees may determine the terms and conditions on which rooms and apartments in such building or buildings, when erected, or which may be leased, shall be used and occupied. Before such corporation composed of not more than thirty bodies shall purchase or sell any real property, or erect or repair any building or buildings thereupon, and before it shall purchase any building or part of a building for the use of a corporation, it shall submit to the bodies constituting the corporation, the proposition to make such sale or purchase, or to erect or repair any such building or buildings, or to rent any building or part thereof, for the use of the corporation; and unless such proposition receives the approval of two-thirds of the bodies constituting the corporation, such proposition shall not be carried into effect. The evidence of the approval of such proposition by any such body shall be a certificate to that effect signed by the presiding officer and secretary of the body, or the officers discharging duties corresponding to those of the presiding officer and secretary, under the seal of such body. But where land is purchased for the purpose of erecting a hall, home or temple thereon the buildings upon such land at the time of such purchase, may be sold by the trustees without such consent. The powers of the board of trustees of every corporation created hereunder and composed of more than thirty bodies, respecting sales, purchases and repairs, shall be fixed by the by-laws adopted by the representatives of the various bodies composing such corporation, or shall be determined by such representatives when assembled in annual session. Every corporation created hereunder shall have power to enforce, at law or in equity, any legal contract which it may make with any of the bodies composing it respecting the care and maintenance of members or other dependents of such body, the same as if such body or bodies were not members of the corporation. Any corporation created hereunder shall have power to take and hold real and personal estate by purchase, gift, devise or bequest subject to the provisions of law relating to devises and bequests by last will and testament or otherwise. [*As amended by L. 1902, ch. 253, and L. 1904, ch. 143.*]

**FORBIDDING LABOR ORGANIZATIONS TO DISCRIMINATE AGAINST MEMBERS OF THE NATIONAL GUARD.**

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 171c. No association or corporation, constituted or organized for the purpose of promoting the success of the trade, employment, or business of the members thereof, shall by any constitution, rule, by-law, resolution, vote, or regulation, discriminate against any member of the national guard of the state of New York, because of such membership in respect of the eligibility of such member of the said national guard to membership in such association or corporation, or in respect of his right to retain said last mentioned membership; it being the purpose of this section and the section immediately preceding to protect a member of the said national guard from disadvantage in his means of livelihood and liberty therein but not to give him any preference or advantage on account of his membership of said national guard. A person who aids in enforcing any such provisions against a member of the said national guard with the intent to discriminate against him because of such membership, is guilty of a misdemeanor. [*Added by L. 1903, ch. 349, in force September 1.*]

**PREVENTING FRAUDULENT REPRESENTATION IN LABOR ORGANIZATIONS.**

LAWS OF 1898, CHAPTER 671.

AN ACT to prevent fraudulent representation in labor organizations.

Section 1. Any person who represents himself or herself to be a member of, or who claims to represent a labor organization which does not exist within the state, at the time of such representation, or who has in his or her possession a credential, certificate or letter of introduction bearing a fraudulent seal, or bearing the seal of a labor organization which has ceased to exist, and does not exist at the time of such representation, and attempts to gain admission by the use of said credential, certificate or letter of introduction, as a member of any convention, or meeting of representatives of labor organizations of the state, shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than twenty dollars nor more than fifty dollars, and imprisonment for not less than ten days nor more than thirty days in the jail of the county wherein such conviction is had, or by both such fine and imprisonment.

§ 2. This act shall take effect immediately.

**UNLAWFUL TO COMPEL EMPLOYEES TO AGREE NOT TO JOIN LABOR ORGANIZATIONS.**

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 171A. Any person or persons, employer or employers of labor, and any person or persons of any corporation or corporations, on behalf of such corporation or corporations, who shall hereafter coerce or compel any person or persons, employee or employees, laborer or mechanic, to enter into an agreement, either written or verbal, from such person or persons, employee, laborer or mechanic, not to join or become a member of any labor organization, as a condition of such person or persons securing employment, or continuing in the employment of any such person or persons, employer or employers, corporation or corporations, shall be deemed guilty of a misdemeanor. The penalty for such misdemeanor shall be imprisonment in a penal institution for not more than six months, or by a fine of not more than two hundred dollars, or by both such fine and imprisonment. [*Added by L. 1887, ch. 688.*]

## UNLAWFUL TO BRIBE REPRESENTATIVES OF LABOR ORGANIZATIONS.

PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 447f. Bribery of labor representatives.—A person who gives or offers to give any money or other things of value to any duly appointed representative of a labor organization with intent to influence him in respect to any of his acts, decisions, or other duties as such representative, or to induce him to prevent or cause a strike by the employees of any person or corporation, is guilty of a misdemeanor; and no person shall be excused from attending and testifying, or producing any books, papers or other documents before any court or magistrate, upon any investigation, proceeding or trial, for a violation of this section, upon the ground or for the reason that the testimony or evidence, documentary or otherwise, required of him may tend to convict him of a crime or subject him to a penalty or forfeiture; but no person shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter or thing concerning which he may so testify or produce evidence, documentary or otherwise, and no testimony so given or produced shall be received against him upon any criminal investigation or proceeding. [Added by L. 1904, ch. 659, in force September 1.]

Cf. the act of 1905, "Corrupt influencing of employees" (L. 1905, ch. 136, p. 139, ante).

## INDUSTRIAL DISPUTES.

The "right to strike," i. e., to quit work in concert, is controlled by the statutes and judicial decisions respecting combinations. Sections 168 and 170 of the Penal Code define conspiracies, or unlawful combinations. The latter section expressly legalizes a combination (strike) for the purpose of maintaining or advancing the rate of wages and the courts have broadened this authorization to include any peaceable and orderly strike of wage workers, *not to harm others but to improve their own condition*. The question of *purpose*, therefore, enters into the determination of the legality of any particular strike, although the tendency of recent decisions is to minimize the importance of motives (see especially the opinion of Chief Judge Parker in *Nat'l Protective Assn. v. Cumming*, 170 N. Y. 315). Since 1902, when this decision was rendered, the law has been that a strike ordered by a trade union to procure the discharge of an outsider and the employment of its own members has for its purpose the object of improving the conditions of its members and is therefore not in violation of law (*Wunch v. Shankland*, 179 N. Y. 545, *Mem.*).

A strike that has a lawful purpose may become unlawful if conducted by unlawful means. Thus it is contrary to law to use or threaten to use violence, force or intimidation in the prosecution of a strike (§ 653 of the Penal Code, defining coercion); or to endanger life by refusal to labor (§ 673); or interfere with passengers in public conveyances (§ 675), etc.

PICKETING is not defined by statute, but by the interpretation placed by the courts on the above-mentioned laws relating to coercion. The most authoritative of the recent discussions of "picketing" by Federal courts is in *Union Pacific Ry. Co. v. Ruef* (120 Fed. Rep. 102), and by the New York courts in a unanimous decision of the Second Appellate Division, December, 1904, which is, in part, as follows:

"'Picketing' may simply mean the stationing of men for observation. If in the doing of this act, solely for such purpose, there be no molestation or physical annoyance, or let or hindrance of any person then it can not be said that such an act is, *per se*, unlawful. But 'picketing' may also mean the stationing of a man or men to coerce or to threaten, or to intimidate or to halt or to turn aside against their will those who would go to and from the picketed place to do business, or to work, or to seek work therein, or in some other way to hamper, hinder, or harass the free dispatch of business by the employer. In that case, picketing may well be said to be unlawful. . . . I may add that I am not prepared to say that all picketing which goes no further than 'persuasion and entreaty' of those who are about to work or to seek work or to do business in the picketed place is absolutely lawful. A wayfarer upon the public street should be free for peaceful travel. No man against my will has the legal right to occupy the public street to arrest my course or to join me on my way, be he ever so polite or gentle in his insistence. There may be no intimidation, and yet an interruption of peaceful travel. There may be annoyance without danger."—*Mills v. U. S. Printing Co.*, 99 App. Div. 605.

BOYCOTTING.—The ruling of the Court of Appeals in the *Cumming* case, cited above, has modified the law regarding boycotts, and the courts no longer find in a boycott *per se* the malicious purpose, or an attempt to injure, that constitutes conspiracy (*Foster v. Retail Clerks' Protective Association*, 89 Misc. 48 [1902]). The injury inflicted may be only an incident of the act whereby the ultimate end is gained (*Mills v. U. S. Print. Co.*, 99 App. Div. 605). In this recent case the court unanimously endorsed Bouvier's statement, "A boycott is not unlawful unless attended with some act which in itself is illegal," and continued: "I think that the verb 'to boycott' does not necessarily signify that the doers employ violence, intimidation or other unlawful coercive means, but that it may be correctly used in the sense of the act of a combination in refusing to have business dealings with another until he removes or ameliorates conditions which are deemed inimical to the welfare of the members of the combination, or some of them, or grants concessions which are deemed to make for that purpose. And as such a combination may be formed and held together by argument, persuasion, entreaty or by the 'touch of nature, and may accomplish its purpose without violence or other unlawful means, i. e., simply by abstention, I think



it cannot be said that 'to boycott' is to offend the law." In agreement with this view, see the opinion of the Supreme Court of Missouri (1901) in *Marx & Hass Jeans Clothing Co. v. Watson* (87 S. W. Rep. 391). On the other hand, the earlier rule is maintained in the recent cases of *Davis Machine Co. v. Robinson* (41 Misc. 329) and *People v. McFarlin* (43 Misc. 599).

**BLACKLISTING.**—The blacklist is in principle a form of the boycott, but is carried on in such secrecy that it has seldom come before the courts. Persons suffering from the practice are usually the organizers or officers of trade unions, for whose protection against dismissal chapter 688 of the Laws of 1887 was enacted (*ante*, p. 195).

**EXCLUSIVE AGREEMENTS: THE "CLOSED SHOP."**—An agreement providing for the union shop (i. e., exclusive employment of members of a trade union) is not in violation of law and will be enforced by the courts (*Jacobs v. Cohen*, 183 N. Y., decided Nov. 28, 1905). But such an agreement does not make it lawful for members of a union to persecute or maliciously interfere with non-union men (*Curran v. Galen*, 52 N. Y. 33, decided in 1897 and reaffirmed in case just cited).

### CONSPIRACY, INTIMIDATION, EXTORTION, ETC.

#### PENAL CODE (LAWS OF 1881, CHAPTER 676).

§ 168. **Conspiracy defined.**—If two or more persons conspire, either

1. To commit a crime; or

5. To prevent another from exercising a lawful trade or calling, or doing any other lawful act, by force, threats, intimidation, or by interfering or threatening to interfere with tools, implements or property belonging to or used by another, or with the use or employment thereof; or

6. To commit any act injurious to the public health, to public morals, or to trade or commerce, or for the perversion or obstruction of justice, or of the due administration of the laws;

Each of them is guilty of a misdemeanor.

§ 169. **Conspiracies against peace, etc.**—If two or more persons, being out of this state, conspire to commit any act against the peace of this state, the commission or attempted commission of which, within this state, would be treason against the state, they are punishable by imprisonment in a state prison not exceeding ten years.

§ 170. **No other conspiracies punishable.**—No conspiracy is punishable criminally unless it is one of those enumerated in the last two sections, and the orderly and peaceable assembling or co-operation of persons employed in any calling, trade or handicraft for the purpose of obtaining an advance in the rate of wages or compensation, or of maintaining such rate, is not a conspiracy.

§ 673. **Endangering life by refusal to labor.**—A person who willfully and maliciously, either alone or in combination with others, breaks a contract of service of hiring, knowing, or having reasonable cause to believe, that the probable consequence of his so doing will be to endanger human life, or to cause grievous bodily injury, or to expose valuable property to destruction or serious injury, is guilty of a misdemeanor.

**Protecting members of the national guard.**—§ 171b. A person who, either by himself or with another, wilfully deprives a member of the national guard of his employment, or prevents his being employed by himself or another, or obstructs or annoys said member of said national guard, or his employer, in respect of his trade, business, or employment, because said member of said

~~national~~ guard is such member, or dissuades any person from enlistment in the said ~~national~~ guard by threat of injury to him in case he shall so enlist, in respect of his employment, trade, or business, is guilty of a misdemeanor. [Added by L. 1903, ch. 349, in force September 1.]

§ 653. Coercing another person, etc.—A person, who with a view to compel another person to do or to abstain from doing an act which such other person has a legal right to do or to abstain from doing, wrongfully and unlawfully,

1. Uses violence or inflicts injury upon such other person or his family, or a member thereof, or upon his property, or threatens such violence or injury; or

2. Deprives any such person of any tool, implement, or clothing, or hinders him in the use thereof; or

3. Uses or attempts the intimidation of such person by threats or force;  
Is guilty of a misdemeanor.

One who advises or induces another to commit assault or attempt other intimidation is also guilty of violating this prohibition, thus:

§ 29. *Definition of principal.*—A person concerned in the commission of a crime, whether he directly commits the act constituting the offense or aids and abets in its commission, and whether present or absent, and a person who directly or indirectly counsels, commands, induces or procures another to commit a crime, is a principal.

§ 552. "Extortion" defined.—Extortion is the obtaining of property from another, with his consent, induced by a wrongful use of force or fear, or under cover of official right.

§ 553. What threats may constitute extortion.—Fear, such as will constitute extortion, may be induced by a threat:

1. To do an unlawful injury to the person or property of the individual threatened, or to any relative of his or to any member of his family; or

2. To accuse him, or any relative of his or any member of his family, of any crime; or

3. To expose, or impute to him, or any of them, any deformity or disgrace; or

4. To expose any secret affecting him or any of them.

§ 554. Punishment of extortion in certain cases.—A person who extorts any money or other property from another, under circumstances not amounting to robbery, by means of force or a threat mentioned in the last two sections, is punishable by imprisonment not exceeding five years.

Obtaining money by threats or by the continuance of a boycott as described constitutes the crime of extortion under the above sections. Those present and abetting when the money is paid or uniting in the acts that lead to the payment or the agreement to pay, though not present when the money is received, are each liable as principals. Whether the money is shared personally or placed in a fund to pay the expenses of the boycott is of no consequence as affecting the crime. *People v. Wilsig*, N. Y. Cr. 403 (1886).

A labor leader was convicted of extortion for having accepted a sum of money from an employer to pay for "waiting time," as alleged, of the striking employees. *People v. Barondess*, 41 N. Y. 659 (1891).

Defendant, the head of a labor organization, was properly charged with extortion when evidence showed that he had demanded and received money as the price of abandoning a boycott undertaken to coerce plaintiffs into obedience to his commands as to the number of apprentices they should employ. *People v. Hughes*, 137 N. Y. 29. (1893.)

§ 675. Relating to disorderly conduct on public conveyances.—Any person who shall by any offensive or disorderly act or language, annoy or interfere

with any person or persons in any place or with the passengers of any public stage, railroad car, ferry boat, or other public conveyance, or who shall disturb or offend the occupants of such stage, car, boat or conveyance, by any disorderly act, language or display, although such act, conduct or display may not amount to an assault or battery, shall be deemed guilty of a misdemeanor. A person who wilfully and wrongfully commits any act which seriously injures the person or property of another or which seriously disturbs or endangers the public peace or health, or which openly outrages public decency, for which no other punishment is expressly prescribed by this code, is guilty of a misdemeanor; but nothing in this code contained shall be so construed as to prevent any person from demanding an increase of wages, or from assembling and using all lawful means to induce employers to pay such wages to all persons employed by them as shall be a just and fair compensation for services rendered. [*As amended by L. 1891, ch. 327.*]

**THE "ANTI-PINKERTON" ACT: PROHIBITING THE APPOINTMENT OF NONRESIDENTS AS SPECIAL OFFICERS TO PRESERVE THE PUBLIC PEACE.**

PENAL CODE (LAWS OF 1881, CHAPTER 676).

Making arrests, etc., without lawful authority. § 119—No sheriff of a county, mayor of a city, or officials, or other person authorized by law to appoint special deputy sheriffs, special constables, marshals, policemen, or other peace officers in this state, to preserve the public peace or quell public disturbance, shall hereafter, at the instance of any agent, society, association or corporation, or otherwise, appoint as such special deputy, special constable, marshal, policemen, or other peace officer, any person who shall not be a citizen of the United States and a resident of the state of New York, and entitled to vote therein at the time of his appointment, and a resident of the same county as the mayor or sheriff or other official making such appointment; and no person shall assume or exercise the functions, powers, duties or privileges incident and belonging to the office of special deputy sheriff, special constables, marshal or policemen or other peace officer, without having first received his appointment in writing from the authority lawfully appointing him. Any person or persons who shall, in this state, without due authority, exercise, or attempt to exercise the functions of, or hold himself out to any one as a deputy sheriff, marshal or policemen, constable or peace officer, or any public officer, or person pretending to be a public officer, who, unlawfully, under the pretense or color of any process, arrests any person or detains him against his will, or seizes or levies upon any property, or dispossesses any one of any lands or tenements without a regular process therefor, or any person who knowingly violates any other provision of this section, is guilty of a misdemeanor. But nothing herein contained shall be deemed to affect, repeal or abridge the powers authorized to be exercised under sections one hundred and two, one hundred and four, one hundred and sixty-nine, one hundred and eighty-three, eight hundred and ninety-five, eight hundred and ninety-six and eight hundred and ninety-seven of the code of criminal procedure; or under chapter three hundred and forty-six of the laws of eighteen hundred and sixty-three, as amended by chapter two hundred and fifty-nine of the laws of eighteen hundred and sixty-six, and chapter one hundred and

ninety-three, of the laws of eighteen hundred and seventy-five; or under chapter two hundred and twenty-three of the laws of eighteen hundred and eighty; or under chapter five hundred and twenty-seven of the laws of eighteen hundred and seventy-three; or under chapter two hundred and five of the laws of eighteen hundred and seventy-five; but all places kept for summer resorts and the grounds of racing associations in the counties of New York, Kings and Westchester, are hereby exempted from the provisions of this act. [*As amended by L. 1892, ch. 272.*]

*Cf. the Railroad Law, § 58, "When Conductors and Brakemen may be Policemen," p. 170, ante.*

## REGULATION OF EMPLOYMENT AGENCIES.

### EMPLOYMENT OFFICES IN CITIES OF THE FIRST AND SECOND CLASSES.

#### LAWS OF 1904, CHAPTER 432.

AN ACT to regulate the keeping of employment agencies in cities of the first and second class where fees are charged for procuring employment or situations.

Section 1. **Definitions.**—The term person when used in this act, means and includes any individual, company, association, or corporation, or their agents, and the term employment agency means and includes the business of keeping an intelligence office, employment bureau, or other agency or office for procuring work or employment for persons seeking employment where a fee or privilege is exacted, charged or received directly or indirectly for procuring or assisting to procure employment, work, or a situation of any kind, or for procuring or providing help for any person, whether such fee is collected from the applicant for employment or the applicant for help, excepting agencies for procuring employment for schoolteachers exclusively. The term fee as used in this act means money or a written promise to pay money.

§ 2. **License.**—No person shall open, keep or carry on any such employment agency in the cities of the first and second class, unless every such person shall procure a license therefor from the mayor of the city in which such person intends to conduct such agency. Any person who shall open or conduct such an employment agency without first procuring said license shall be punishable by a fine not exceeding two hundred and fifty dollars, or, on failure to pay such fine, by imprisonment not exceeding thirty days. Such license shall be granted upon the payment to said mayor of a fee of twenty-five dollars annually for such employment agencies in cities of the first and second class. Every license shall contain the name of the person licensed, a designation of the city, street and number of the house in which the person licensed is authorized to carry on the said employment agency, and the number and date of such license. Such license shall not be valid to protect any other than the person to whom it is issued or any place other than that designated in the license unless consent is obtained from the mayor. No such agency shall be located in rooms used for living purposes, where boarders or lodgers are kept, or on premises where intoxicating liquors are sold, excepting cafés and restaurants in office buildings. If said licensed person shall conduct a lodging house for the unemployed, separate and apart from such agency, it shall be so designated in the license. The application for such license shall be filed not less than one month prior to the granting of said license and shall be accompanied by the affidavits of two persons who have known the applicant or the chief officers thereof, if a corporation, for five years, stating that said applicant is a person of good moral character. The license shall run to the first Tuesday of May next ensuing the date thereof and no longer unless sooner revoked by the mayor.

§ 3. **Bond.**—The mayor of said city shall require such person to file with his application for a license a bond in due form to the people of the said city in the penal sum of one thousand dollars in cities of the first and second class, with two or more sufficient sureties, and conditioned that the obligor

will not violate any of the duties, terms, conditions, provisions or requirements of this act. If any person shall be aggrieved by the misconduct of any such licensed person, and shall recover judgment against him therefor, such person may, after the return unsatisfied, either in whole or in part, of any execution issued upon said judgment, maintain an action in his own name upon the bond of said employment agent in any court having jurisdiction of the amount claimed provided such court shall, upon application made for the purpose, grant such leave to prosecute.

§ 4. Register; references.—It shall be the duty of every such licensed person to keep a register, approved by the mayor, in which shall be entered, in the English language, the date of every application for employment; the name and address of the applicant; the amount of the fee received, and whenever possible, the names and addresses of former employees or persons to whom such applicant is known. Such licensed person shall also enter in a separate register approved by the mayor in the English language, the name and address of every applicant for help, the date of such application, the kind of help requested, the names of the persons sent, with the designation of the one employed, the amount of the fee received and the rate of wages agreed upon. The aforesaid register of applicants for employment and for help shall be open during office hours to inspection by the mayor. No such licensed person, his agent or employees, shall make any false entry in such registers. It shall be the duty of every licensed person, whenever possible, to communicate orally or in writing with at least one of the persons mentioned as references for every applicant for work in private families, or employed in a fiduciary capacity, and the result of such investigation shall be kept on file in such agency.

§ 5. Fees; receipts.—The fees charged applicants for employment as lumbermen, agricultural hands, coachmen, grooms, hostlers, seamstresses, cooks, waiters, waitresses, scrub-women, laundresses, maids, nurses (except professional) and all domestics and servants, unskilled workers and general laborers, shall not in any case exceed ten per centum of the first month's wages, and for all other applicants for employment, shall not exceed the amount of the first week's wages or salary or five per centum of the first year's salary. In case the applicant shall not accept or obtain help or employment, through such agency, then such licensed person shall on demand, repay the full amount of the said fee, allowing five days' time to determine the fact of the applicant's failure to obtain help or employment; except when it appears that the said licensed person has in good faith, attempted to procure help or employment for said applicant, then he shall be entitled to retain of such fee paid, an amount not exceeding fifty cents. If an employee furnished fails to remain one week in the situation, a new employee shall be furnished or three-fifths of the fee returned, within four days of demand; if the employee is discharged within one week without said applicant's fault another position shall be furnished or three-fifths of the fee returned. Failure of said applicant for help to notify said licensed person that such help has been obtained through means other than said agency shall entitle said licensed person to retain or collect three-fifths of the said fee. It shall be the duty of such licensed person to give to every applicant for employment from whom a fee shall be received a receipt in which shall be stated, the name of said applicant, the date and amount of the fee, and the purpose for which it is

paid, and to every applicant for help a receipt stating the name and address of said applicant, the date and amount of the fee, and the kind of help to be provided. Every such receipt shall have printed on the back thereof a copy of this section in the English language and in languages which persons commonly doing business with such office can understand. No such licensed person shall receive or accept any valuable thing or gift as a fee or in lieu thereof and no fee shall be accepted by such licensed person for any other purpose except as herein provided. No such licensed person shall divide fees with contractors or other employers to whom applicants for employment are sent. Every such licensed person shall give to each applicant for employment a card containing the name and address of such employment agency and the written name and address of the person to whom the applicant is sent for employment. Every such licensed person shall post in a conspicuous place in each room of such agency a plain and legible copy of this act, which shall be printed in languages, which persons commonly doing business with such office can understand.

§ 6. **Employment contract.**—No such person shall induce or attempt to induce any employee to leave his employment with a view to obtaining other employment through such agency. Whenever such licensed person or any other acting for him, agrees to send one or more persons to work as contract laborers in any one place outside the city in which such agency is located, the said licensed person shall file with the mayor within five days after the contract is made, a statement containing the following items: name and address of the employer, name and address of the employee; nature of the work to be performed, hours of labor; wages offered, designation of the persons employed, and terms of transportation. A duplicate copy of this statement shall be given to the applicant for employment in a language which he is able to understand.

§ 7. **Character of employer; fraud.**—No such licensed person shall send or cause to be sent any female help as servants or inmates to any questionable place, or place of bad repute, house of illfame, or assignation house, or to any house or place of amusement kept for immoral purposes, the character of which such licensed person could have ascertained upon reasonable inquiry. No such licensed person shall knowingly permit questionable character[s] or procurers to frequent such agency. No such licensed person shall publish or cause to be published any false or fraudulent notice or advertisement; all advertisements of such employment agency by means of cards, circulars, or signs and in newspapers and other publications, and all letterheads, receipts, and blanks shall contain the name and address of such employment agency and no such licensed person shall give any false information, or make any false promise concerning employment to any applicant who shall register for employment or help.

§ 8. **Enforcement.**—In cities of the first class the enforcement of this act shall be entrusted to a commissioner to be known as a commissioner of licenses, who shall be appointed by the mayor, and whose salary together with those of inspectors to be appointed by him shall be fixed by the board of estimate and apportionment. He shall appoint inspectors who shall make at least bimonthly visits to every such agency excepting agencies exclusively for procuring executive, clerical, and technical positions for men only, which shall be inspected on complaint made to said commissioner. Such inspectors shall

see that all the provisions of this act are complied with, and shall have no other duties. Complaints against any such licensed person shall be made orally or in writing to the commissioner and notice of such complaints shall be made orally or otherwise as the commissioner may direct to said licensed person and upon such complaint a hearing shall be had before him within three days. Said commissioner shall keep a record of all such complaints and hearings. The said commissioner shall revoke any license for any good cause shown, but reasonable opportunity shall be given said licensed person to defend himself. Whenever for any cause such license is revoked, said commissioner shall not issue another license to said licensed person or his representative. In cities of the second class the duties of said commissioner may be performed by the mayor, or an officer appointed by him. Any violation of the provisions of this act shall constitute a misdemeanor punishable by a fine or\* not more than two hundred dollars or imprisonment for not more than one year, except as provided in section two, and the commissioner shall institute criminal proceedings for its enforcement before any court of competent jurisdiction.

§ 9. Repealing.—All acts and parts of acts relating to employment agencies in cities of the first and second class, inconsistent with this act, are hereby repealed, except the provisions of chapter four hundred and fifteen of the laws of eighteen hundred and ninety-seven known as the labor law.

§ 10. This act shall take effect on May first, nineteen hundred and four.

Approved April 27, 1904.

Section 9 repeals L. 1888, ch. 410 (as amended by L. 1891, ch. 330), and L. 1891, ch. 185, regulating the keeping of intelligence offices in New York City and Brooklyn.

As to protection of immigrants against possible extortion or ill-treatment on the part of transportation companies, see L. 1855, ch. 474; also Penal Code, § 626, which fixes a maximum rate of 1½ cents per mile.

#### LICENSING OF SAILORS' BOARDING HOUSES.

##### LAWS OF 1882, CHAPTER 410 (THE NEW YORK CITY CONSOLIDATION ACT).

§ 2069. No one except pilot to board vessel until fastened to wharf without permission.—It shall not be lawful for any person, except a pilot or public officer, to board, or attempt to board, a vessel arriving in the port or harbor of New York before such vessel shall have been made fast to the wharf, without first obtaining leave from the master or person having charge of such vessel, or leave in writing from her owners or agents.

§ 2070. Id.; permission, when to be refused.—It shall not be lawful for any owner, agent, master, or other person having charge of any vessel arriving or being in the port of New York, to permit or authorize any sailors' hotel or boarding-house keeper not licensed as hereinafter provided, or any agent, runner, or employee of any sailors' hotel or boarding-house keeper to board, or attempt to board, any vessel arriving in, or lying, or being in the harbor or port of New York before such vessel shall have been made fast to the wharf or anchored, with intent to invite, ask, or solicit the boarding of any of the crew employed on such vessel.

§ 2071. Sailors' boarding-house keepers, etc., not to ship seamen, etc.—It shall not be lawful for any sailors' hotel or sailors' boarding-house keeper, or the employees of any sailors' hotel or boarding-house keeper, to engage in

\*So in original.



the business of shipping seamen for any vessel, nor for any such person having boarded any vessel made fast to any wharf in the port of New York to neglect or refuse to leave said vessel after having been ordered to do so by the master or person having charge of such vessel.

§ 2072. **Sailors' boarding-houses to be licensed.**—It shall not be lawful for any person to keep, conduct, or carry on, either as owner, proprietor, agent, or otherwise, any sailors' boarding-house or sailors' hotel in the city of New York, without having the license in this chapter provided.

§ 2073. **Id.; persons not licensed forbidden to solicit boarding of sailors.**—It shall not be lawful for any person not having the license in this chapter provided, or not being the regular agent, runner, or employee of a person having such a license, to invite, ask, or solicit, in the city or harbor of New York, the boarding or lodging of any of the crew employed on any vessel.

§ 2074. **Commissioners for licensing sailors' boarding-houses; of whom consists.**—There is created a board denominated a board of commissioners for licensing sailors' hotels or boarding-houses in the city of New York, consisting of one person selected by each of the following corporate bodies or associations, respectively, to wit: The chamber of commerce of the state of New York; the American seaman's friend society, in New York; the New York board of underwriters; the marine society of New York; the society for promoting the gospel among seamen in the port of New York; and the shipowners' association of the state of New York..

§ 2075. **Id.; duties.**—Such board shall take the application of any person applying for a license to keep a sailors' boarding-house, or sailors' hotel, in the city of New York, and upon satisfactory evidence to them of the respectability and competency of such applicant, and of the suitability of his accommodations, shall issue to him a license, which shall be good for one year, unless sooner revoked by said board, to keep a sailors' boarding-house in the city, and to invite and solicit boarders for the same.

§ 2076. **Id.; may revoke licenses.**—Such board may, upon satisfactory evidence of the disorderly character of any sailors' hotel or boarding-house, licensed as hereinbefore provided, or of the keeper or proprietor of any such house, or of any force, fraud, deceit, or misrepresentation in inviting or soliciting boarders or lodgers for such house, on the part of such keeper or proprietor, or any of his agents, runners, or employees, of any attempt to persuade or entice any of the crew to desert from any vessel in the harbor of New York, by such keeper or proprietor or any of his agents, runners, or employees, revoke the license for keeping such house.

§ 2077. **Id.; fees for licenses and application thereof. Reports to be filed.**—Every person receiving the license hereinbefore provided for shall pay to the board of commissioners aforesaid the sum of twenty dollars, which, after deducting the actual expenses of said board incurred in the transaction of the business, which expenses shall not exceed the sum of fifteen hundred dollars, shall be by them applied for the relief of shipwrecked and destitute seamen. Said board shall file on the second Monday of January of each year, in the office of the clerk of the city and county of New York, a statement showing the number of licenses issued, the names of persons to whom issued, with name and number of the street or house licensed during the year preceding, the amount of money received therefor, the amount and items of their disbursements, and the amount distributed by them as hereinbefore directed.

§ 2078. **Id.; officers of board; power to make by-laws and regulations conferred.**—The said board shall appoint a president and secretary and shall keep an office in the city of New York, and make such by-laws and regulations as may be needful for the orderly conduct of its business, not inconsistent with the constitution and laws of this state.

§ 2079. **Id.; board to furnish badges to licensed boarding-house keepers.**—The said board shall furnish to each sailors' hotel or boarding-house keeper, licensed by them as aforesaid, one or more badges or shields, on which shall be printed or engraved the name of such hotel or boarding-house keeper, and the number and street of his hotel or boarding-house; and which said badges or shields shall be surrendered to said board upon the revocation by them or expiration of any license granted by them as herein provided.

§ 2080. **Badges to be displayed.**—Every sailors' hotel or boarding-house keeper, and every agent, runner, or employee of such hotel or boarding-house keepers, when boarding any vessel, in the harbor of New York, or when inviting or soliciting the boarding or lodging of any seaman, sailor, or person employed on any vessel, shall wear conspicuously displayed the shield or badge referred to in the foregoing section.

§ 2081. **Unlawful wearing of badges prohibited.**—It shall not be lawful for any person, except those named in the preceding section, to have, wear, exhibit, or display any such shield or badge to any of the crew employed on any vessel with the intent to invite, ask, or solicit the boarding or lodging of any of the crew employed on any vessel being in the harbor of New York.

§ 2082. **Penalties for violations of foregoing sections; commissioners of boarding-houses not to accept any gratuities, etc.**—Whoever shall offend against any or either of the provisions contained in sections two thousand and sixty-nine to two thousand and seventy-three, inclusive, or two thousand and eighty or two thousand and eighty-one of this act, and any commissioner appointed under this chapter, who shall directly or indirectly receive any gratuity or reward, other than as herein provided for, or on account of any license under this chapter, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof, be punished by imprisonment in the county jail for a term not exceeding one year, and not less than thirty days, or by a fine not exceeding two hundred and fifty dollars, and not less than one hundred dollars, or by both such fine and imprisonment.

§ 2083. **"Vessel" includes steamships.**—The word "vessel," as used in this chapter, shall include vessels propelled by steam.

§ 2084. **Fees to be paid to Seamen's fund and retreat; suits to recover authorized.**—The president of the trustees of the Seamen's fund and retreat in the city of New York shall demand and be entitled to receive, and in case of neglect or refusal to pay, shall, in the name of the people of the state of New York, sue for and recover the following sums from either the owner or owners, or from the master, or from both the owner or owners and master, of every vessel from a foreign port; for the master, one dollar and fifty cents; for each mate, sailor, or mariner, one dollar. Second, from the master of each coasting vessel, from each person on board composing the crew of such vessel, twenty-five cents; but no coasting vessel from the state of New Jersey, Connecticut, or Rhode Island shall pay for more than one voyage in each month, computing from the first voyage in each year. And the said president may sue for the penalties imposed by law on masters of coasting vessels for non-payment of hospital money.



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NEW YORK STATE DEPARTMENT OF LABOR

## TWENTIETH ANNUAL REPORT

ON

# FACTORY INSPECTION

For the Twelve Months Ended September 30,

1905

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TRANSMITTED TO THE LEGISLATURE MARCH 30, 1906, AS PART II OF THE FIFTH  
ANNUAL REPORT OF THE DEPARTMENT OF LABOR

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ALBANY  
BRANDOW PRINTING COMPANY  
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1906



# STATE OF NEW YORK.

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No. 60 B.

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## IN ASSEMBLY,

MARCH 30, 1906.

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### ANNUAL REPORT

OF THE

## BUREAU OF FACTORY INSPECTION.

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STATE OF NEW YORK:

DEPARTMENT OF LABOR,

ALBANY, *March 29, 1906.*

*To the Speaker of the Assembly:*

Sir.—I transmit herewith the report of the Bureau of Factory Inspection for the twelve months ending September 30, 1905, constituting the twentieth report in the series of annual reports upon factory inspection.

Respectfully yours,

P. TECUMSEH SHERMAN,

*Commissioner.*



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# REPORT.

A complete narrative of the many incidents and events which go to make up the full rounds of departmental activity would consume too much space and would not prove of any special value. Mere tables however, giving the statistics of factory inspection, while of great value to the critical student, would be of comparatively little use to the ordinary reader. A brief analysis of the tables printed and an exposition of the various laws and methods employed for their enforcement, is very essential to a proper, intelligible and profitable report covering the work of the Bureau of Factory Inspection. By this method we are enabled to present the facts relating to this phase of our State government to all who are interested in the subject. Our sole aim is to have the work better understood and more fully appreciated.

## 1.—WORK OF DEPUTY FACTORY INSPECTORS.

*Summarized from Table I of the Appendix.*

### Inspections of—

Factories.....	30,094
Tenement shops (front).....	600
Tenement shops (rear).....	586
Bake shops.....	2,992
Quarries and mines.....	137
<b>Total.....</b>	<b>34,409</b>

### Applications for license (tenement):\*

Shops.....	(540)	2,241
Tenements.....	(3,168)	40,096
Shops and dwellings re-investigated.....	(711)	10,439
Licensed and unlicensed apartments inspected.....	(7,425)	93,597
<b>Total—Tenement work.....</b>	<b>(11,844)</b>	<b>146,373</b>

### Investigation of:

Complaints.....	908
Compliances.....	8,981
Accidents.....	72
<b>Total—Investigations.....</b>	<b>9,961</b>

\*The figures in parenthesis relate to buildings, the others to apartments.

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Factories and shops found closed.....	3,575

### 2.—ORDERS AND COMPLIANCES.

*Summarised from Table VI of the Appendix.*

Requirements of the law to be complied with.	New York City.	Other places.	Suspended, rescinded, etc.	Net total.	Compliances reported.*
I. Posting of law, schedule of hours, etc..	14,707	5,277	5	19,979	19,928
II. Health and safety.....	10,989	4,749	801	14,937	10,543
1. Light.....	757	19	26	750	528
2. Ventilation and overcrowding....	38	24	5	57	36
3. Time allowed for meals.....	5	.....	.....	5	4
4. Cleanliness and sanitary conveniences.....	7,093	522	561	7,054	4,980
5. Dangerous machinery.....	1,774	3,277	114	4,937	3,452
6. Elevators and hoistways.....	314	163	23	453	337
7. Fire protection.....	873	683	61	1,494	1,061
8. Unsafe buildings.....	135	63	11	187	142
III. Employment of children.....	1,464	970	11	2,423	2,315
IV. Employment of women and minors....	93	72	3	162	124
V. Laundries.....	133	18	6	145	116
VI. Tenement workplaces.....	46	14	.....	60	59
VII. Bakeries.....	1,863	543	203	2,203	1,559
IX. Payment of wages.....	6	18	3	21	12
Total.....	29,301	11,661	1,032	39,930	34,656

### FINAL NOTIFICATIONS.

As specified in Table VI of the Appendix.....	2,505
In preceding year (1904).....	1,400

### NOTICES RELATIVE TO FIRE ESCAPES SENT TO BOROUGH SUPERINTENDENTS OF BUILDINGS IN NEW YORK CITY.

New escapes needed.....	81
Alterations or repairs.....	62
Total.....	143
1904.....	248

### ORDERS TO EMPLOYERS TO FILE EVIDENCE OF CHILDREN'S AGES. (JUNE 29 TO SEPTEMBER 30, 1905.)

Number of orders.....	161
Number of children in question.....	452

\*To October 1, 1905.

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.9

## 3.—LICENSES FOR TENEMENT MANUFACTURES.

	New York City.	Re- mainder of State.	Total.
Total applications received.....	5,119	268	5,387
1. Applications for dwellings without clear record from local health or tenement-house authorities and therefore—refused.....	1,061	.....	1,016
2. Applications for dwellings with clear record from health or tenement-house authorities; investi- gated by factory inspector and.....	granted 1,747 refused 991	14 7	1,761 998
3. Applications for shop buildings investigated by factory inspector and.....	granted 182 refused 111	233 14	415 125
Applications refused in class 1 with subsequent re- port of compliance with orders of health or tene- ment-house authorities, investigated by factory inspector and.....	granted 258 refused 151	..... .....	258 151
Applications refused in classes 2 or 3, subsequently re-investigated and.....	granted 464 refused 247	..... .....	464 247
Total applications granted.....	2,651	247	2,898
Total applications refused (net).....	1,441	21	1,462
Applications canceled by applicants.....	121	.....	121
Applications duplicated.....	19	.....	16
Applications pending, September 30, 1905.....	887	.....	887
Licenses canceled at request of applicants.....	43	.....	43
Licenses revoked for unlawful conditions.....	4	.....	4
Licenses outstanding, September 30, 1905.....	2,604	247	2,851

## 4.—REGISTERS OF OUTSIDE WORKERS.

MONTH. 1904.	Notifications issued.	Registers filed.	Returned not found.	Report no outside hands, out of business, or no manufac- turing in New York.
October.....	13	7	.....	.....
November.....	30	15	.....	1
December.....	10	5	.....	.....
1905.				
January.....	29	15	.....	.....
February.....	14	11	.....	.....
March.....	2	2	.....	.....
April.....	23	16	.....	1
May.....	37	17	.....	1
June.....	46	18	.....	3
July.....	59	16	.....	.....
August.....	51	20	.....	2
September.....	89	26	.....	3
Total.....	403	168	.....	11

## II.10 NEW YORK STATE DEPARTMENT OF LABOR.

EX

### 5.—COMPLAINTS INVESTIGATED.

*Summarized from Table VII of the Appendix.*

SUBJECT OF COMPLAINT.	Sus- tained.	Sus- tained in part.	Not sus- tained.	Place not found, closed, etc.	Total.
(With reference to pertinent sections of the Labor Law.)					
I. Public work (Art. I).....			1		1
II. Illegal sale of convict-made goods (Art. IV) .....					
III. Violation of Apprentice Law (§67, also Art. VII of Domestic Relations Law).....					
IV. Requirement of more than ten hours work per day in brickyards, on railroads or street railways. (§§5-7).....					
V. Payment of wages (§§9-10).....	4		4		8
VI. Failure to provide seats for female em- ployees in factories, hotels and restau- rants (§17).....					
VII. Unsafe scaffolding (§§18-20).....					
VIII. Illegal use of union label (§§15, 16).....					
IX. Factory law (Arts. V-VIII)					
1. Posting of law, filing of notices, etc. (§§76-8, 87, 89, 105).....	4				4
2. Sanitation and safety (§§62, 79-86, 88-91).....	273	9	173	16	471
a. Lighting (§81).....	85	2	7	4	48
b. Ventilation and overcrowding (§§85, 86).....	14	2	37	1	54
c. Time allowed for meals (§89).....	4		3		7
d. Cleanliness and sanitary conven- iences (§§84-88).....	153	2	82	2	239
e. Dangerous machinery (§§81, 91).....	44	2	23	8	77
f. Elevators, hoistways, etc. (§79).....	2		5		7
g. Protection from fire (§§80, 82, 83).....	18	1	14	1	34
h. Unsafe buildings (§§62, 90).....	3		2		5
3. Children (§§70, 73, 79, 81).....	94	2	107	17	220
4. Women and minors (§§77, 79, 81, 93).....	51	3	33	8	95
5. Laundries, special (§92).....	3			1	4
6. Tenement work (Art. VII).....	195	2	83	15	294
7. Bakeries (Special Art. VIII).....	62	4	33	5	104
8. General violation of Factory Law.....	5	2	7	1	15
X. Mines and quarries (Art. IX).....					
XI. Conditions not under Department's juris- diction.....					90
Total.....	691	22	440	63	1,306

Note.—The number of separate communications was 1,172, as 96 of them contained more than one complaint thus: 85 communications covered 2 subjects, 15, 3 subjects; 5, 4 subjects; 1, 5 subjects.

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.11

## 6.—PROSECUTIONS.

*Summarized from Table VIII of the Appendix.*

CHARGE.	Total num- ber of cases.	Acquitted or dis- charged.	Con- victed and sen- tence sus- pended.	Con- victed and fined.	Amount of fines.
<b>2. Sanitation and safety:</b>					
Failure to light hall and stairs.....	1	1	.....	.....	.....
Failure to maintain toilet facilities in proper condition.....	23	14	.....	9	\$205
Failure to provide separate waterclosets for sexes.....	2	.....	.....	2	40
Failure to limewash walls and ceilings of workroom.....	2	1	.....	1	20
Failure to provide dressing-room for females	1	.....	1	.....	.....
Failure to provide exhaust fans.....	2	1	.....	1	20
Failure to guard dangerous machinery.....	2	1	.....	1	100
<b>3. Illegal employment of children:</b>					
Employing child under 16 without certifi- cate.....	117	43	42	32	*1,830
Employing child under 16 more than 9 hours per day.....	31	11	14	6	150
Employing child under 14.....	9	.....	3	6	120
Failure to keep register of children.....	1	.....	1	.....	.....
<b>4. Illegal employment of women and minors:</b>					
Employing minors or women after 9 P. M....	2	1	1	.....	.....
<b>7. Bakeries:</b>					
Failure to plaster, wainscot or limewash walls or ceiling or to paint woodwork.....	4	†4	.....	.....	.....
Employing bakers more than 60 hours a week.....	2	1	.....	1	25
Sleeping in bakeroom.....	2	†2	.....	.....	.....
Failure to supply washroom and sink.....	1	1	.....	.....	.....
<b>Total.....</b>	<b>202</b>	<b>81</b>	<b>62</b>	<b>59</b>	<b>*\$2,510</b>

\*Includes \$1,000 bail forfeited. †Includes one case in which defendant fled before warrant was served.

## 7.—ACCIDENTS IN FACTORIES AND QUAR

Summarised from Tables

	I. Stone and clay products.	II. Metals, hardware, machinery and ship building.	III. Wood working and furni- ture.	IV. Leather, rubber, etc.	V. Chemicals, oils, paints, explosives.
<b>A. SEX AND AGE OF EMPLOYEES INJURED:</b>					
Males					
Under 15 years.....		7	2	5	4
15 and under 16.....		14	10	5	17
16 and under 18.....	5	204	52	23	237
18 and over.....	288	3,404	571	193	2
Age not stated.....	5	64	9	1	
<b>Total.....</b>	<b>298</b>	<b>3,693</b>	<b>644</b>	<b>223</b>	<b>260</b>
Females					
Under 16 years.....					
16 and over.....	1	84	12	9	9
Age not stated.....					
<b>Total.....</b>	<b>1</b>	<b>84</b>	<b>12</b>	<b>9</b>	<b>9</b>
<b>Grand Total.....</b>	<b>299</b>	<b>3,777</b>	<b>656</b>	<b>231</b>	<b>269</b>
<b>B. CAUSES OF ACCIDENT.</b>					
1. Machinery:					
Gearing, belts, shafting, pulleys, etc....	40	183	40	12	17
Elevators, hoists, cranes.....	28	278	13	10	18
Saws, planers, lathes (power).....	6	297	358	18	7
Presses, stamping machines.....	4	310	20	7	3
Emery wheels, buffers.....	2	119	9	2	2
Cotton and woolen machines.....					
Other machines and machine tools.....	51	820	133	114	53
<b>Total—Machinery.....</b>	<b>131</b>	<b>2,007</b>	<b>573</b>	<b>163</b>	<b>100</b>
2. Other causes:					
Hand tools, (axes, saws, hammers, etc.)	12	229	1	21	7
Explosives of all kinds.....	12	48		1	8
Hot liquids, acids, steam, molten metal, etc.....	19	250	7	7	48
Collapse of building, falling objects, etc.	53	359	17	10	24
Fall of person.....	21	142	9	4	13
Handling materials.....	24	379	22	9	24
Vehicles and accidents caused by horses.	17	74	9	7	21
All others.....	10	289	18	9	24
<b>Grand Total.....</b>	<b>299</b>	<b>3,777</b>	<b>656</b>	<b>231</b>	<b>269</b>
<b>C. RESULTS OF ACCIDENTS:</b>					
1. Temporary disablement:					
Lacerations.....	63	694	142	63	39
Burns, scalds, etc.....	18	312	11	8	49
Cuts.....	37	792	131	58	36
Bruises.....	37	589	36	33	48
Sprains and dislocations.....	17	155	5	4	9
Fractures.....	41	223	30	12	19
Other.....	16	229	24	2	13
<b>Total.....</b>	<b>223</b>	<b>2,994</b>	<b>379</b>	<b>179</b>	<b>213</b>
2. Permanent disablement:					
Loss of one or both—					
Eyes.....	3	18			
Limbs.....	5	9	6	2	2
Hands or feet.....	3	16	6		
Other external injuries.....	32	661	247	44	30
Internal injuries.....	11	27	1	1	5
<b>Total.....</b>	<b>54</b>	<b>731</b>	<b>260</b>	<b>47</b>	<b>37</b>
3. Death.....	17	45	16	5	18
4. Result not stated.....		7	1		1
<b>Grand Total.....</b>	<b>299</b>	<b>3,777</b>	<b>656</b>	<b>231</b>	<b>269</b>

a Inclusive of two persons not employees.

b Exclusive of boy, 9 years of age (not an employee).

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RIES, OCTOBER, 1904, TO SEPTEMBER 30, 1905.

IX-XIV of the Appendix.

VI. Paper and pulp.	VII. Printing and paper goods.	VIII. Textiles.	IX. Clothing, millinery.	X. Food, tobacco, liquors.	XI. Water, gas and electricity.	XII. Building industry.	XIII. Ware- housing, etc.	Total.
..... 1 18 577 5	3 7 38 135 4	7 11 97 599 5	2 8 14 58 1	c1 1 9 183 11	..... ..... 1 160 5	..... ..... 1 10 1	..... ..... ..... 3 1	22 56 479 6,418 114
601	187	719	78	205	166	12	4	7,089
..... 8 .....	..... 56 2	8 209 1	1 46 4	..... 23 .....	..... ..... .....	..... 1 .....	..... ..... .....	9 458 7
8	58	218	51	23	.....	1	.....	474
609	245	937	129	228	166	13	4	7,563
71 34 24 11 4 ..... 216	13 10 12 71 ..... 113	112 44 18 4 305 212	8 23 4 1 ..... 59	24 25 8 10 ..... 83	3 22 2 ..... 29	..... 1 3 ..... 7	..... ..... 3 ..... ..... 1,890	523 509 752 441 142 305 1,890
360	219	699	95	145	66	11	3	4,662
30 ..... 24 72 27 45 16 35	1 ..... 3 8 7 3 1 3	38 10 19 19 43 48 12 49	7 1 4 2 8 ..... 12	6 ..... 21 13 12 11 5 15	10 11 28 14 9 15 8 15	..... ..... ..... 1 1 ..... ..... .....	..... ..... ..... 1 ..... ..... ..... .....	362 91 430 593 296 580 170 479
609	245	937	129	228	166	13	4	7,563
141 28 88 103 63 52 17	96 4 19 24 5 15 8	230 29 230 122 38 36 59	31 8 14 18 6 8 8	37 18 32 22 21 14 11	36 33 15 21 13 10 17	..... ..... 2 1 ..... 2 .....	..... ..... ..... 1 ..... ..... .....	1,570 518 1,454 1,055 336 462 404
492	171	744	93	165	145	5	1	5,799
1 1 6 82 5	..... ..... 3 67 2	2 2 5 166 7	2 2 1 19 1	1 2 3 49 .....	..... 1 ..... 9 1	..... ..... ..... 6 .....	..... ..... ..... 1 1	27 32 43 1,413 62
95	72	132	25	55	11	6	2	1,577
19 3	2 .....	10 1	5 6	17 1	10 .....	2 .....	1 .....	167 20
609	245	937	129	228	166	13	4	7,563

c Exclusive of boy, 5 years of age (not an employee).

d Exclusive of boy, 10 years of age (not an employee).



## EXPLANATORY NOTES ON TABULAR SUMMARIES.

TABLE 1—WORK OF DEPUTY FACTORY INSPECTORS.

This table presents in brief the statistics of our field work and has reference to individual cases or establishments visited. The first group covers factory inspection proper together with the inspection of bakeries, mines and quarries. We have an effective field force of thirty-four inspectors; this group table would indicate that an average of one thousand straight inspections were made during the year by each deputy inspector.

The second group relates to tenement house manufacture. This is the first report covering the operation of the amended law relating to this subject. These figures include all places visited on investigation of application for tenement house license and on reinvestigation, and also the inspection of both licensed and unlicensed tenement houses, independent of applications for a license. The figures in parenthesis indicate the number of separate buildings reported upon; the other figures represent individual holdings or apartments actually visited when buildings were inspected. For each of our thirty-four inspectors this group meant an average of 350 buildings with an aggregate of 4,300 apartments actually visited.

The third group covers special investigations and contains an aggregate of 9,961 separate places visited or an average of over 290 for each inspector.

The last or miscellaneous group adds to the average of each member of the effective force of the Bureau, about 120 visits of an official character.

TABLE 2—ORDERS AND COMPLIANCES.

This table is inseparably connected with or related to the first group in table 1. It represents in statistical form the application or enforcement of the law in the establishments inspected.

The orders enumerated in Division I of this table are unimportant, as the subjects covered do not affect the conditions of employment or welfare of employees. The posting of laws, schedule of hours and noonday permits do not add one iota to the respect in which the law is held by the average manufacturer, neither does compliance with the inspectors' orders to properly post them add to the comfort or safety of employees; nevertheless, the statute directs that they shall be posted in every factory and shop, and, as will be seen, these trivial orders constitute more than 50 per cent of the total given in this table. Compliance

with orders in this class was substantially complete, there being but 51 uncomplained orders out of a total of practically 20,000. As a matter of fact it is doubtful if there remained any uncomplained with, for it is the duty of each inspector to furnish the blanks and insist upon instant compliance, but occasionally an inspector will incorporate an order of this kind on his report and fail to note compliance therewith, hence the difference between number of orders given and compliances reported.

Division II is very important for it covers the application of the provisions of our statutes relating to the health and safety of factory employees. This division is made up of a total of eight subdivisions. A total of 15,738 orders of this class were issued from our main office and up to October 1, 1905, compliance with 10,543 of these orders was reported, while 801 of such orders were suspended or withdrawn. This leaves the large number of 4,394 unaccounted for, or apparently uncomplained with. It would be improper, however, to so construe the table, for the reason that the total mentioned represents the orders given by our inspectors during the whole year up to September 30, 1905, many hundreds of which had not been officially served until after the compilation of orders complied with had been closed. The period stipulated in our notices for compliance with orders, varies from ten to thirty days; it therefore follows that a large number of orders sent out during the month of September, 1905, could not be reported complied with until some time in October, while all orders issued after October 1, 1905, properly belonging to the previous year's record, are of necessity included in the number of orders apparently non-complied with. A trifle under 70 per cent of these orders were issued against establishments in Greater New York; this suggests the conclusion that New York City manufacturers are somewhat more indifferent to the requirements of law than their up-State brethren. In this connection, however, it is well to remember that more than 60 per cent of all establishments inspected by our deputy factory inspectors are situated in that city.

On examining this table we find that in respect to infractions of certain special provisions of our laws, the conditions are infinitely worse in New York City than in other sections of the State. Orders to the number of 776 in regard to light were issued, all of which, except 19, affected factories and shops in New York City. The number of orders relative to cleanliness and sanitary conveniences is 7,615, 93 per cent of which were issued against

New York City factories. But, when we come to consider dangerous machinery, we find that the situation is different. Five thousand and fifty-one (5,051) orders to remedy defects and guard dangerous points on machinery were issued; only 35 per cent of these were served on manufacturers in Greater New York, while the other 65 per cent were recorded against what we call up-State districts. From these figures it is made to appear that while the factories in the cities and towns throughout our State are much cleaner, and better provision is made for the physical comfort of employees therein than in the establishments in Greater New York, the element of danger arising from the operation of machinery is relatively greater in the factories outside of the greater city. Our records of accidents show that a majority thereof occur in connection with the operation of machinery.

Division III, illegal employment of children. This is a most interesting subject. Orders to the number of 2,434 were given during the year, affecting the employment of children in the factories of this State. These orders cover every phase of the subject embraced in our statutes, so far as such provisions affect the actual employment of children. A separate and distinct order is always given in the case of a child found to be under the age of fourteen; such a child can not secure a certificate—therefore its employment can not be legalized. Then, there is the case of the child who is of legal age but has not procured and filed the employment certificate. An order must issue to dismiss or discontinue the employment of such child until a certificate is furnished. Again, the law directs that a record or register of children employed be properly kept, and if such register is not available the inspector must order that one be kept thereafter. The law also prescribes that children shall not work to exceed nine hours daily nor before a certain hour in the morning, nor after a certain hour at night, and also that they be not employed on dangerous machinery, etc. Where the law is disregarded an order is given to correct the infraction. A large number of the orders given cover technical and unintentional violations of law and we feel that we are justified in saying that the number of instances where an order was found necessary was surprisingly small. The total number of children discharged from employment by our inspectors was 2,820, or about one for every 360 persons employed in the factories of this State. Of this number of children 1,683 were dismissed in Greater New York and the educational authorities notified. (This notice to the educational officers is not obliga-

tory upon us.) The remainder of the children were employed in factories outside of Greater New York.\*

Division IV. Comparatively few orders were issued in relation to this subject; especially is this true when the number of special provisions of law affecting women and minors employed in factories is taken into consideration.

\*Division VII of the table of orders relates to an important class of work and the orders issued (over 2,400) affected structural and sanitary conditions in bakeries. More than 75 per cent of these orders were directed against Greater New York bakeries and it must be admitted that in spite of all that the officers of this Bureau can do the unsanitary bakeshop will remain a menace to public health until more drastic measures are adopted to cure the evil. In Greater New York I deem it advisable to return to the system of inspecting bakeries by special detail as I am satisfied that infinitely better results can be obtained, provided the work be so divided as not to overburden those assigned to perform this duty.

Generally speaking the results shown in this summarized table are gratifying but not entirely satisfactory. It is, however, doubtful if the aggregate number of orders issued in any year can be permanently reduced to any appreciable degree. Such a result might be accomplished if our effective field force was increased about fifty per cent so that inspections could be more frequent and enforcement of the law more thorough.

TABLE 3—LICENSES FOR TENEMENT MANUFACTURES.

†This is a specially interesting subject. The table gives the result of our effort under our new law during the first year of its operation. Five thousand three hundred and eighty-seven (5,387) applications for licenses were received, of which all but 268 were for tenement properties in Greater New York. Four thousand five hundred (4,500) of these applications were disposed of during the year. Of this number 3,820 were indirectly referred to the Health Department and Tenement House Department before any action was taken by this Bureau beyond the acceptance of the application. One thousand and sixty-one (1,061) applications were denied on the records furnished by the departments named and without any investigation by officers of this Bureau, while 2,759 were given a

\*Reprinted from preliminary report with necessary corrections.

†Reprinted from preliminary report.

sufficiently clean record by these departments to justify a formal and thorough inspection of the premises by one of our deputies. Such inspection resulted, however, in the refusal of licenses in more than 35 per cent of the cases investigated. Out of the 1,061 denied on the records furnished by local departments, 409 were subsequently reported in a satisfactory condition, whereupon an inspection was made by one of our officers—such inspection resulting favorably in 258 cases, while in 151 instances applications were again denied.

Five hundred and forty applications were made for licenses for what are known as rear-shop buildings. These applications are investigated forthwith. Four hundred and fifteen (415) were granted and 125 denied. Two hundred and ninety-three (293) of these shop buildings were situated in New York City, and of this number 182 were given licenses, while 111 were denied. The other 247 of the shops mentioned are in the cities of Buffalo and Rochester, and of this number 233 were granted and 14 denied. The almost total absence of denials of applications for licenses for this class of buildings received from the up-State cities speaks well for the sanitary conditions prevailing therein.

When an application for license is denied a notice is mailed to the applicant stating the reasons for such denial; if the causes for denial are subsequently removed, or defects remedied, and request is made therefor, a re-investigation of premises is made. Seven hundred and eleven (711) such re-investigations were made and as a result 464 applications previously denied after careful investigation were granted—owing generally to material sanitary improvements and repairs in the meantime—and licenses were issued, while in 247 cases licenses were again denied. One hundred and twenty-one (121) applications were cancelled at the request of applicants and 19 duplicates were inadvertently accepted and recorded.

The total number of licenses granted was 2,898; of this number 43 were canceled at the request of applicants and 4 were revoked for failure to maintain the premises in a lawful sanitary condition. The number of properly licensed premises in Greater New York at the close of the fiscal year was 2,604 and with 247 in other parts of the State we had outstanding 2,851 licenses.

Attention is called to the fact that 887 applications were pending at the close of the year. This does not mean that we have been derelict or dilatory in our methods. It does mean, however, that we are handicapped by the inadequacy of our force. The

Legislature has not been slow to clothe our Department with powers and to add very materially to our duties and responsibilities from year to year; but our needs in the way of increased force have not been so generously considered.

The added expense to our Department, incident to the administration of this Tenement House Law, has been large and requires that a more liberal appropriation be given us for office expenses, and this can very properly be urged for the reason that the State now derives a revenue from this source.

TABLE 4—REGISTERS OF OUTSIDE WORKERS.

This table gives the result of the operation of Section 101 of the Labor Law. The notices included in the first column are issued to manufacturers of articles mentioned in section 100 of the law and are the direct result of information gained by the inspectors in the field.

If a person, firm or corporation is engaged in the manufacture of any of the articles specified in said section, such manufacturer is required to answer two questions: First—Are all goods completely made and finished on the premises? Second—For whom do you manufacture? If the first question be answered in the affirmative and in reply to the second the name of a wholesale firm is given, such information will be entered on the record, which is examined at the Bureau office, from whence the notice above mentioned is sent to the wholesale firm, the original owners of the goods. Before such notices are prepared, however, it is the duty of the clerk who has charge of this branch of the work, to examine the official files and if a register has been recently filed, the notice is not sent. Should the manufacturer or contractor advise the inspector that his work is not all done on the premises, and that he is working under contract for another manufacturer, two notices would have to be prepared and served from the record of the inspection,—one notice to be sent to the owner of the factory or business inspected, the other to the manufacturer who is stated to be the original owner of the goods. The purpose of this provision is to enable the Bureau to exercise proper authority and supervision over home work in tenements.

The number of notices issued is comparatively small and the responses quite unsatisfactory; this is due to the fact that this phase of our work has been somewhat neglected by reason of the inadequacy of our clerical force and the relative unimportance and doubtful permanent value of such registers. The contractor's

list of finishers is changing practically from day to day, and such contractors, in Greater New York, where this problem exists, have now been educated to a generous use of the telephone, by which means they can be advised from day to day as to the character and departmental record of any given tenement house within the sections of the greater city where this class of work is done in the homes. It is our fixed purpose however, to develop our register records until they become a valuable auxiliary to the enforcement of the law relating to manufacture in tenement houses. This can be accomplished by making more frequent demand for list of outside employees.

TABLE 5—COMPLAINTS INVESTIGATED.

It will be observed that complaints received by the Bureau are divided into eleven groups. Seven of the eleven are reported blank. Groups I to V and IX contain an aggregate of 99 complaints—the remainder, 1,205, related to alleged violations of the factory law.

Complaints of violations of the eight hour and alien labor laws fell from 430 in 1904 to 1 in 1905. This no doubt was due to the fact that the Court of Appeals declared that the application of the eight hour law to municipal contracts was unconstitutional, and to the doubtful constitutionality and force of section 13 of the law, relating to employment of aliens on public work.

\*The total number of complaints received (1,306) is not very large when the extent of our field of operations is taken into consideration. The motives which lead to the filing of complaints vary quite materially. A considerable number is received from individuals and associations whose only motive is the well-being of those who toil. This class of complaints relates mostly to the employment of women and children. An examination of our table will show that of 315 such complaints received during the year only 150 were sustained on investigation. This showing does not impugn the good faith of the parties entering the complaints; it simply means that either their information was misleading or the conditions complained of were remedied and the violation removed before our representative reached the establishment against which complaint was entered. Complaints are frequently also sent in to us actuated simply by a desire on the part of the complainant to annoy the party against whom the complaint is made; a discharged employee seeking revenge frequently alleges the existence of com-

† \* Reprinted from the preliminary report, with necessary corrections.

ditions which are tolerated during the period of employment; but when he is dismissed he demands that the machinery of the law be set in motion to punish the employer for the conditions which were previously borne by him without complaint. The separation of the "wheat" from the "chaff" is quite clearly set forth in this table, only 53 per cent of all complaints being wholly sustained. It is desirable, as an evidence of good faith, in addition to many other reasons, that a person making a complaint furnish the information in writing, signing his name to the statement; the source of information not to be disclosed to anyone not entitled to know the same. If this course is adopted and rigidly followed the number of complaints will be greatly reduced.

Henceforth the name of complainant will not be given to any person outside of those who handle such matters in the offices of the Bureau.

Division II of Group IX contains 36 per cent of all complaints received and three-fifths of these were sustained upon investigation. It will be noted that in this Division the most prolific cause of complaint is uncleanness or purely sanitary questions or conditions. It is not strange that more than one-third of the complaints alleging bad sanitary conditions are not sustained. Cleanliness is a comparative term and what may appear very bad to the inexperienced person who files the complaint is not so regarded by the official who investigates and who exercises discriminating judgment in passing upon the case. Alleged dangerous machinery contributes but a small per cent to our complaint statistics. This is very remarkable when we consider that there is over half a million persons engaged in industries employing machinery and that accidents occur very frequently which could be avoided if the machines were all properly guarded.

TABLE 6—PROSECUTIONS.

This table is correlative to table 2; prosecution is attendant upon failure to comply with orders issued.

\*Under our judicial system the process is slow and to an already overburdened Bureau our experience in the courts has been discouraging and depressing.

Two hundred and two (202) cases were prosecuted during the year, divided as follows:

*For violation of the provisions relating to sanitation and safety, 33.*

\*Reprinted from the preliminary report, with necessary corrections.



After due trial eighteen of these cases were acquitted, one was convicted and sentence suspended, and fourteen were convicted and paid fines aggregating \$385.

*For violation of the provisions relating to employment of children, 158.*

In 54 instances cases were acquitted or discharged, 60 were convicted and sentence suspended, while 44 were convicted and paid fines, etc., aggregating \$2,100. The Bureau convicted 66 per cent of the offenders against the child labor laws but the courts arbitrarily ruled that only 30 per cent should be punished. Why should the others escape their richly merited punishment?

*Illegal employment of women and minors.*—Two cases were brought to the attention of the court one of which was acquitted and the other convicted and sentence suspended.

*Bakeries.*—Nine cases, of which one was convicted, a fine of \$25 being imposed on the offender. One defendant, involved in two cases, fled before warrant was served and the other six cases were dismissed or acquitted after trial.

To sum up, 60 per cent of all our cases were proven and convictions secured while punishment in the form of fines was only meted in one-half this number of cases.

Nevertheless, we do not believe that a multiplicity of prosecutions is an infallible test of efficiency. A comparatively small number, selected by localities, with a view to impress on the minds of manufacturers in that community that the Bureau will punish for continued violation of the law, giving to such cases the widest possible publicity, is just as effective, and in our case has the additional merit of not tying up our field force.

#### TABLE 7—ACCIDENTS.

This summary is peculiarly interesting for it deals with a phase of our industrial life which is of vital importance, not only to the unfortunates who personally suffer injuries, but also to the thousands indirectly affected as well as to the State.

This Bureau, by reason of the personal activity of Commissioner Sherman, and the valuable assistance of the Chief Statistician of the Bureau of Statistics, has succeeded in securing a large addition to the number of accidents reported during the year. Special instructions were also given to the deputy factory inspectors to point out to factory owners the importance of reporting all accidents occurring in their establishments. Since 1902 the number of accidents reported has increased over 100 per cent. The

year 1905 shows an increase of almost 800 over 1904. For 1906 we will doubtless show a further and amazing increase. Our citizens may be assured that this Bureau is carefully scrutinizing the reports received, and special investigations are frequently ordered to determine whether or not precautions can be taken to prevent the recurrence of such accidents. Owing however to the limitations of our field force this cannot be undertaken very generally. If accidents are due to the culpable negligence of employers—i. e. if departmental orders have not been complied with, and accident is attributable to such failure, prosecution must inevitably follow. The number of such cases is small, however, because the average manufacturer promptly guards his machinery upon receipt of an official notice to do so.

The total number of accidents reported during the year was 7,563—of which over 93 per cent happened to male persons. These figures would indicate that in the economy of industrial establishments, where female labor is employed, females are put to work at points where the element of danger is comparatively small, and in the accidents that do occur to them, the majority are due to carelessness and indifference to the rules established for the guidance and safety of employees.

The largest number of accidents occurring in any one industry, (3,777) happened in that group classified under the general head of "Metals, hardware, machinery and shipbuilding." In this group there are eight divisions with about 42 subdivisions. It appears that the manufacture of iron and steel products is the most dangerous of all occupations included in this group, as measured by the number of accidents reported in that class (1,259). Next in this respect is the manufacture and repair of all kinds of vehicles, ranging from bicycles to railway cars and locomotives, with 1,104 accidents. These are followed by the manufacture of electrical machinery and supplies against which 606 had to be charged.

Next in importance from this standpoint is the textile industry with a total of 937 accidents recorded, and it is in this group that over 48 per cent of all accidents occurring to females took place. The percentage of persons injured to the whole number employed in each group of industries is as follows:

Group I, less than 1 per cent; group II, 3.7 per cent; group III, 1 per cent; group IV, 0.5 per cent; group V, a little more than 1 per cent; group VI, over 4 per cent; group VII, 0.25 per cent; group VIII, 1 per cent; group IX, .0057 per cent, or one

in about 1,750; group X, 0.25 per cent; group XI, 2 per cent; group XII, 0.5 per cent.

#### EMPLOYEES IN FACTORIES.

In the 32,912 establishments inspected (making 34,409 inspections as stated in the first group in table 1) a total of 889,437 persons were employed. Of this number 42,179 or about 4.7 per cent were at work in the factory offices. A notable reduction in the number of children employed is recorded this year, only 10,871 having been found at work by our inspectors; a reduction of 2,518 from the figures for 1904. An examination of tables II, III and IV of the Appendix will show the distribution of industrial forces and manufacturing enterprises in each county of the State. The establishments situated in Greater New York, 21,451, furnish employment for a little more than 54 per cent of the vast number mentioned above. Next in importance is Erie county with 1,440 factories, employing over 52,000 persons; then comes Monroe county with 1,200 factories, employing nearly 43,000. Those counties are followed by Albany, Rensselaer, Onondaga, Westchester, Oneida, Chautauqua, Schenectady, Montgomery and Orange counties; the figures for each of these counties ranging from 824 factories with 25,255 employees in Albany county, to 194 factories with 11,092 employees in Orange county. It is needless to say that the problem of inspection and enforcement of the law in the factories, shops, bakeries, etc., in Greater New York is infinitely greater than the relative proportions indicated by the figures herein mentioned. And, as a result of this condition, our entire force was detailed to work in the metropolitan district for a somewhat lengthy period during the year.

#### EMPLOYMENT OF WOMEN, MINORS AND CHILDREN.

According to the Labor Law of this State the males who work in factories are divided into three groups—adults, minors and boys, while the females are divided into only two groups—girls between fourteen and sixteen years of age constitute one group and all over sixteen constitute the other. This statutory grouping, so far as males are concerned, operates very satisfactorily except perhaps in the case of youths who wish to learn the baking trade. Owing to the restriction contained in section 77 of the law, a minor cannot be employed as an apprentice in a bakery if the work be done therein (as in very many cases) during the night. But, when the grouping of females is considered, the situation changes; we have no intervening group between the child and the adult.

The absence of this connecting link might become a serious defect and weakness under a certain contingency. There exists to-day in many minds a serious doubt as to the constitutionality of that clause in section 77, as applied to adult females, which prohibits all work between nine o'clock in the evening and six o'clock in the morning. Should the law be tested and a decision rendered adverse to the State, night work for females over sixteen years of age would be unrestricted and we would be in the anomalous position of affording better protection to males between sixteen and eighteen years of age than to females of the same age. The provisions of section 77 relating to females read well, but surely the dangers arising from a possible if not probable unfavorable decision on the point mentioned, should be carefully considered and properly met. This can be done without materially affecting existing laws.

The number of females, 258,450, employed in the factories constitutes about 29 per cent of the whole number of employees. This increase of 4,356 over the figures for 1904 is not remarkable, it merely represents the natural growth of industry. The textile industry contributed more to this increase than all the other industries added together.

The number of minors (males 16 to 18 years of age) reported to the Bureau, 19,061, shows a slight reduction\* from the figures of the preceding year; they constitute but a fraction over two per cent of the whole number of operatives.

The continued decrease in child labor must be gratifying to those citizens who in recent years have devoted much time and energy to the enactment and enforcement of laws designed to regulate and control the practice. The subject touches a responsive chord in every heart. It is with pardonable pride that we call attention to our statistics bearing upon the subject. For the year 1903 we reported 18,169 children out of a total of 872,625 persons employed; in 1904 out of a total of 874,467 we reported 13,389 children; this year out of 899,437 we report on the employment of 10,871 children. This is a net reduction of forty per cent in child labor in two years. But our task is by no means completed; the number of children who were found illegally employed during 1905 (included in the above figures) was 2,704, of which number 182 were under fourteen years of age and 44 were illiterate.

Attention is directed to table XVI in the Appendix. It is the duty of local health boards to report to this Bureau the number

\*Under the operation of the amendment to section 76, relative to "evidence of age" this number is still further reduced.

of employment certificates granted to children during each month. A total of more than 12,000 such certificates were reported to have been issued in the year. A study of this table will prove interesting and instructive; it will show that the child labor problem is confined to comparatively few localities. The work of enforcing this law is much harder in Greater New York than in other parts of the State, owing of course to the large aggregate number employed there and to the almost countless establishments wherein they find employment; but, the ratio of child labor to the whole number of factory employees is much higher in several of the smaller inland cities. Infractions of the law are relatively less frequent throughout the State than in Greater New York.

The Bureau has been unusually active in enforcing the Child Labor Law during the year. The number of prosecutions undertaken is by no means a proper gauge of our activity nor of the efficiency of our methods. Our records of violations of these laws have been perfected very materially so that we are in a better position to detect and follow willful violators. Our methods will be explained later.

The amended provisions of section 76 have placed the Bureau in a position to deal with a hitherto vexatious phase of this problem. We are now empowered to require the employer of a child who appears to be under sixteen years of age, but who is alleged to be over that age, to furnish proper evidence of the age of such child. In the administration of this law the Bureau is compelled to refuse to recognize many of the documents submitted as evidence of age because of failure to note the requirements prescribed by the Bureau. The following is a copy of notice served upon the employer of a child *apparently* under sixteen years of age.

#### STATE OF NEW YORK.

DEPARTMENT OF LABOR,  
BUREAU OF FACTORY INSPECTION.

*Albany,*

In accordance with the provisions of section 76 of chapter 415, Laws of 1897, as amended, you are hereby directed to furnish to this Department, within ten days, proper evidence that the child.....named herein and who.....now employed, permitted or suffered to work in your manufacturing establishment.....in fact over sixteen years of age. The evidence herein called for shall consist of: (1) A passport or duly attested transcript of the certificate of birth or baptism or other religious record, showing the date and place of birth of such child....., or, a properly executed employment certificate issued by a board of health to such child.....during the period between.....fourteenth

and sixteenth birthdays or a certified copy thereof. (2) The affidavit of the parent or guardian or custodian of each child, showing the date and place of birth of such child, in case above mentioned transcript of the certificate of birth be not produced and filed. (3) Some evidence, preferably the affidavit of the parent, guardian or custodian of the child, that it is the same child mentioned in the passport or certificate.

Failing to comply with the foregoing requirements you must immediately cease to employ or permit or suffer such child.....to work in your factory.

NAME AND ADDRESS OF EACH CHILD (As furnished to inspector at time of inspection)

JOHN WILLIAMS,  
*First Deputy Commissioner of Labor.*

P. TECUMSEH SHERMAN,  
*Commissioner of Labor*

It will be noted that the evidence required is substantially the same as called for in section 71 in connection with the issuance of an employment certificate. When a passport is submitted as evidence of age, it is very carefully scrutinized and unless it is entirely clear, it is sent to an interpreter to be translated; if satisfactory, proper endorsements are made on our records and passport is then returned to the owner. A properly attested transcript of birth or baptismal record is always accepted without question, unless it appears that the original entries have been tampered with. In all such cases the employer is notified that evidence is not satisfactory and the documents are held by the Bureau to justify its action. Affidavits properly executed are also acceptable, but the Bureau invariably declines to accept all such documents unless the affiant includes in his sworn statement not only the date and place of birth of the child on whose behalf it is made, but also that he is unable to furnish a passport, birth or baptismal record together with some sufficient reason to explain such inability. The operation of this provision has proven quite satisfactory. In the preliminary report of this Bureau, submitted on November 15, 1905, reference is made to the number of children affected by notices served in accordance with this law. Of the 146 cases then reported incomplete, many have since been reported upon and satisfactory evidence of age furnished or children have been discharged.

In examining the evidence of age submitted by manufacturers, we have come across many instances of fraud, practically every such case consisting of an attempt to change the year of birth.

The changes, however, were so clumsily executed as to be easily detected. The Bureau, however, is not in a position to attempt to fix the responsibility for the defacement of such documents; and it is doubtful if an employer who accepts such evidence of age, although palpably defective, could be prosecuted to a successful issue.

We look for a material reduction in the number of children for whom the Bureau will call upon manufacturers to furnish evidence of age. The demands of the Bureau are exacting and quite annoying to busy factory proprietors; if they must have juvenile help they will employ those who can produce employment certificates or those who are obviously over sixteen years of age. There seems to be a general disposition among manufacturers to adapt themselves to the changed requirements and regulations affecting the employment of children.

Shortly after the beginning of the fiscal year, the then Commission of Labor was subjected to sensational attacks on account of alleged failure to enforce the Child Labor Laws. Without commenting on the policy which caused such widespread dissatisfaction, it is proper to say that the agitation resulted in placing the service on a much higher plane, not only in respect to the enforcement of laws relating to the employment of children, but in respect to the various other duties devolving upon it.

#### SANITATION AND SAFETY.

It is hardly necessary to write at length on a subject that has been worn almost threadbare. We have on our statute books fifteen or sixteen sections of law relating to this general subject, and the Bureau of Factory Inspection is organized to inspect all establishments to which these laws apply and to enforce therein all the provisions of said laws. This problem of inspections and enforcement never ceases to exist and is never completely solved. It cannot be otherwise; circumstances are ever changing and conditions cannot remain stationary. The average manufacturer is all the time looking for results to be measured in dollars and cents, and many of them, in the mad rush for business, are prone to overlook and neglect the welfare, comfort and safety of their employees. It is in respect to the latter class that the duty of inspection and rigid enforcement of law becomes imperative. The actual need of constant effort to insure compliance with statute law relating to sanitation cannot be properly conveyed by mere statistics of orders issued. Personal contact with the problem

is necessary in order that the dangers arising from the unspeakably foul conditions in many spots in Greater New York be fully comprehended. The Bureau is required to strain itself in order to cover the field once in each year, while as a matter of fact certain sections in our larger cities should be visited bi-monthly. Even if such close surveillance were possible there would still be many places calling for drastic action. With the selfish, grasping employer, who cares not how unsanitary his factory may become so long as he can deliver the manufactured product on time, we have no sympathy. It is our fixed and set purpose to lay the iron hand of the law on him and compel him to recognize the rights of his help to a clean and wholesome workplace. It is true however, that many well-meaning manufacturers are wholly unable to keep their establishments up to the standard of cleanliness set and accepted by this Bureau, because the class of people employed by them are indifferent to their surroundings; their ideas of cleanliness and decency are imperfect and undeveloped; they do not appreciate the employer's disposition to study their welfare and provide for their comfort; they abuse and destroy or make ineffective and worthless the expensive, modern sanitary appliances that are frequently installed in factory buildings. Under such circumstances it is no great wonder that manufacturers and the owners of factory properties lose heart, and that worthy impulses to help and elevate those who toil are stifled. In such cases our sympathies are with the manufacturer who is the victim of the low standards observed by his employees. The law however holds the manufacturer responsible for the sanitary conditions within his holdings, and therefore it is the duty of the Bureau to enforce its provisions against him. He himself must grapple with the problem of educating his help to higher ideals and standards of personal conduct.

The term "sanitation" means more than the mere presence or absence of dirt or filth, it includes all things relating to the preservation of health; therefore, light and ventilation in workrooms and other parts of factory buildings are essential parts of this subject. Every workroom, and all parts of factory buildings, should be so constructed as to permit an uninterrupted influx of natural light. We are told by those who have studied the subject that sunlight is one of the chief agencies for the purification of air and for the annihilation of disease germs. Whether or not this be so, it must be apparent to the lay mind that confinement in workrooms into which the rays of the sun penetrate with



difficulty must be depressing and debilitating in its effect; and if the work is of such a character that it requires concentration and close watching, the poor light causes a straining of the eyesight which is injurious not only to the organs of vision but also to the entire nervous and muscular systems as well. The authority of the Bureau in respect to this particular subject is limited to the provisions relating to light, contained in section 81 of the law. The need for more or better light in factory buildings is greatest in Greater New York; and, inasmuch as the Bureau of Buildings in the several boroughs of said city exercises jurisdiction over all building construction and alterations, we are powerless, in that section of the State, to do any more than apply the law so as to compel the maintenance of artificial light wherever necessary. We believe however that the provisions of section 81 are sufficiently broad to sustain the Bureau in compelling the owners of factory buildings outside of Greater New York to arrange such buildings in such a manner as to provide for the influx of natural light so as to make the use of artificial light, during the daytime, wholly unnecessary. The proper lighting of halls and stairways in buildings occupied by several tenants is more a measure of safety than a sanitary requirement. Every order issued by the Bureau this year, under this head, related to the lighting of halls, stairways and water-closets. While the statute does not specifically provide that water-closets be lighted, the Bureau has repeatedly taken the ground that a proper compliance with section 88, relating to water-closets, is impossible unless such closets are well lighted. Dark closets cannot be kept clean and fit for use.

In the summary table (2) of orders, ventilation and overcrowding are joined together; they are not correlative terms however, and are treated separately in the detailed table (Table VI, Appendix). A perfectly ventilated workroom might be badly overcrowded, (taking section 85 as the standard of such overcrowding). While, on the other hand, a workroom might contain 500 cubic feet of air for each person employed therein and be so badly ventilated as to make the conditions therein infinitely worse than in the overcrowded workroom. It is true nevertheless, that good ventilation is more essential in a workroom where a large number of persons are at work, for the simple reason that respiration vitiates the air—hence the necessity for replacing the foul with fresh air. Ventilation is simply a process, whereby foul or vitiated air is withdrawn or moved from a given space and fresh

air substituted therefor. Actual removal or displacement however, does not take place; the fresh air which is taken in mixes with the foul air and raises the standard of purity until it is fit for respiration. It is indeed most singular that architects and builders pay so little attention to this important subject when planning and erecting factory buildings. As a rule, they rely on the old-fashioned method of direct ventilation by door openings, windows and transoms. Ducts should be provided to carry off foul air and others placed to take in a fresh supply by natural process. Where exhaust fans or disc wheels are used to relieve workrooms of noxious gases or unpleasant odors, a vacuum is created which results in an inrush of fresh air through every crevice and aperture so that a special inlet need not be provided.

The Bureau has not undertaken any special tests of the air in workrooms but it is felt that our work in this respect is incomplete. We should possess an instrument with which such tests could be readily and successfully made. I respectfully recommend that such an instrument be purchased.

Our inspection takes cognizance not only of sanitation of factory workrooms and buildings but also of the safety of employees who labor therein. This constitutes an important phase of our work, and in the classification of orders and compliances (table 2, summarized statistics) it is covered in four subdivisions as follows: "Unsafe Machinery," "Elevators and Hoistways," "Fire Protection," "Unsafe Buildings." An examination of Table VI in the Appendix will show what goes to make up these four subdivisions. It will be seen that there are seventeen different orders in the subdivision relating to machinery, and that the number of orders issued ranges from one order to repair boiler to 1,146 orders to guard protruding set screws. Last year 1,324 orders were issued in regard to set screws. The necessity for continued vigilance in respect to this element of danger is due to the continual changing in the arrangement of shafting and machinery, the installation of new machines and the carelessness and neglect of those having charge of such changes. If the hollow set screw came into universal use, the annoyance and danger arising from this source would be a thing of the past, and while the kind mentioned is a patented article, it costs so little that we do not hesitate to urge its adoption generally by all users of shafting and machinery.

Next in importance are the orders to guard belting, shafting, gearing, pulleys and flywheels, saws, planers and various other

machinery. It is more than probable that all of the changes ordered were not essential to the safety of the operatives, but we have always urged upon our deputy inspectors that it is better to err on the side of safety than to permit the service to become lax and perfunctory. The provision of section 81 in relation to exhaust fans to remove dust from dust creating machinery, has always been difficult of enforcement, especially in woodworking establishments. The class of work done and character of material used in such factories varies so much that the need of a system for the removal of dust is not always apparent; when soft, unseasoned wood is used, there is no dust, and the conditions therein are entirely satisfactory; within a few hours however, the situation may change; kilndried or well seasoned lumber may be extensively used, and every machine in operation may be throwing off a considerable quantity of fine dust, creating a most disagreeable state of affairs. An order to install a system in such a shop meets with opposition, and it is urged that the imposition of such a heavy expense (a first class exhaust system is very expensive) is unwarranted and unjust, that the dusty condition is but temporary, etc., etc. The law nevertheless is inelastic; its provisions are mandatory; we are not permitted by law to exercise discretion in any such cases. We have, however, suspended the operation of this provision in many instances, where it appeared that a literal application would not result in any benefit to any person, but would cause a heavy and unnecessary outlay and consequent injury to the owner of the business.

Regarding the subdivision "Fire Protection" a few words will not be unprofitable. Our summarized table shows that 1,491 orders relating to means of escape in case of fire were issued during the year. Upon reference to Table VI in the Appendix it will be seen that of this number only 54 called for the erection of new outside fire-escapes; the other 1,440 were merely incidental to the central idea of safety in case of fire; they were mostly designed to make existing escapes more accessible and available, and to provide auxiliary means of safety.

This Bureau no longer exercises any authority over the subject of fire-escapes on factory buildings in Greater New York;\* but we require that deputy inspectors working in the metropolis shall

\*Exclusive jurisdiction is conferred on municipal bureaus of buildings. (See Third Annual Report of the Commissioner of Labor, 1903, pages 117-122.)

convey to us certain information regarding the apparent need of fire-escapes on all factory buildings therein; this information, together with our recommendations, we then transmit on a special blank to the Superintendent of the Bureau of Buildings in the various boroughs. Upon receipt of our communications the Superintendent of Buildings orders a special investigation and the reports and recommendations of our deputy inspectors are confirmed and approved and fire-escapes ordered; or, such other action is taken as the city officials deem proper. Our action in respect to the matter is entirely voluntary and seems to be appreciated. During this year our inspectors recommended the erection of 81 new fire-escapes and the alteration or repair of 62 others, making a total of 143 special communications in relation to this subject addressed to municipal officers of Greater New York. About 80 per cent of our recommendations are sustained by the investigations subsequently made by such officials.

#### TENEMENT WORK.

From September 1, 1899, to October 1, 1904, the Bureau of Factory Inspection had struggled with the problem of the inspection of tenement-house apartments where manufacturing was engaged in. Five years' experience demonstrated that the law of 1899 failed to produce the results which its framers had expected and predicted. It was, however, a valuable piece of legislation, for it paved the way to the adoption of new ideas and methods; without the old law the enactment of the present law, with its drastic and far-reaching provisions, would have been impossible. It would be absurd to claim that the new law is perfect; its defects will develop gradually, but, it is confidently asserted that it is susceptible of adaptation to meet the varied phases of the problem of State regulation of manufacture in tenement-houses, without having its essential principles changed in any respect.

The basic principle of the amended law (which went into effect with the beginning of the period covered by this report) is that the owners of all tenement-houses, or persons sustaining a proprietary relation to such houses, are to be held responsible for anything transpiring therein which may in anywise affect the health of the occupants or of the community. This, however, was not a new principle, for it had been incorporated in the amended provisions of the charter of Greater New York, contained

in the law creating the tenement-house department of the said city.

Under the law of 1899 the occupant of a tenement-house apartment, if desirous of engaging in the manufacture therein of any of the articles then named in section 100, had first to procure a license permitting the use of such apartment for manufacturing purposes. Applications for such licenses were recorded by the thousands each year. The Bureau was really unable to keep pace with the rush of the finishers of clothing who sought licenses. When applications were investigated a large percentage of the apartments proper were found in a tolerably clean and good condition, but the public halls, stairways and yard or hall water-closets were frequently in such a condition as to preclude the granting of a license. The occupant of the apartment was not individually responsible for such conditions, but owing thereto, licenses had to be denied. Manufacturing went merrily on and it was practically useless to undertake to hold the owner of the premises under the old law. It is true that for a time the Bureau attacked the manufacturer and contractor who furnished goods to be made up in unlicensed apartments; such action was very beneficial, but after a time, when licensees began to move and took the licenses away, using them to get work to take into the new homes, the difficulties of our service began to multiply. The irresponsibility of licensees for conditions outside their own immediate apartments, no matter how bad, together with their nomadic tendencies, forced upon us the conclusion that the law was defective in that it often penalized the straightforward citizen who applied for a license, while he who deliberately evaded its provisions, and kept on without even applying for a license, was not interfered with. By its very operation it placed a premium on the tenement-house that could escape the notice of the officers of the law.

President Roosevelt, early in the summer of 1900, while he was Governor of this State, made a trip through the east side of Manhattan for the purpose of observing the operations of the law he had signed the year before; after the trip he wrote to me and said, among other things, that in the administration of the law we should seek to place the bad, unsanitary, ill-kept tenement-house at a disadvantage in competition with the good class of houses where law and decency prevailed. The force of the remark

as an expression of the true purpose of law enforcement made a deep impression on my mind. The doctrine then enunciated by Mr. Roosevelt was that the law relating to this subject should be so enforced that it would become profitable to comply with its provisions and very unprofitable to do otherwise.

After deliberate and careful consideration it was decided that the law had to be amended if the State ever hoped to successfully cope with the growing dangers of tenement manufacture. In the report of the Bureau for 1903 it was recommended that the provision in section 100, under which the home worker or tenant obtained a license for a certain apartment, be amended so as to provide for the licensing of the whole house or building on the application of the owner or his duly authorized agent. The enactment of chapter 550 of the Laws of 1904, was the sequel to that recommendation.

This report covers the first twelve months of the operation of the amended law. Have our expectations been fully met? Do the results obtained justify the change that was made?

We have no hesitation in saying that we are well pleased with the results. More than six years' experience in this work would naturally lead to conservatism; we made no extravagant predictions in regard to the practical operation of the new law, beyond saying that it would simplify the task of regulating tenement manufacture. That it has done this no one who is familiar with the facts will question. Our records have attained a permanency that is refreshing when the unreliability of the old records is recalled; this of itself is really important. We now deal, not with an ever moving army of tenement-house dwellers, a majority of whom were utterly ignorant of our language, but with the property itself, holding the owner thereof entirely responsible for conditions existing therein, except such unsanitary conditions as may exist within an apartment and which are due to the habits and indifference of the occupant; in such cases, the tenant also is held responsible and dealt with according to law. A house once licensed is permanently on our records as a licensed property unless the license be revoked for cause, or, is cancelled upon the formal request of the owner; or, the house is torn down in which event the change in the character of the building would naturally invalidate our records. If a new tenement-house is erected on the site formerly occupied by a licensed house and

it is desired that manufacturing be conducted therein, a new license would be necessary, "as if no license had previously existed." If our field force was somewhat materially increased, so that the licensed and unlicensed tenement-houses in certain sections of Greater New York could be under constant surveillance, the dangers of tenement work would be very greatly reduced if not wholly obliterated.

Tenement work or manufacture is not of itself dangerous; the element of danger arises from the liability of the manufactured article to come in contact with filth and disease and thereby becoming the vehicle for the transmission and spread of disease to other families and communities.

The inspection of a tenement-house under this law, and according to our new methods is very thorough, incomparably more so than under the old law; every part of the house, from cellar to roof, is carefully examined; whether there be any manufacturing in the apartments or not, the sanitary conditions are not taken for granted; in this manner we get at the very root of the dangers heretofore mentioned.

It is sincerely hoped that the Legislature will provide sufficient funds to enable us to apply this beneficent law to the improvement of tenement-house life and the protection of our people.

In the explanatory notes which accompany the plates showing our new methods and card records, it will be seen that in connection with the administration of the provisions of section 100, local boards of health and tenement-house departments are required to furnish certain information to this Bureau on demand. It gives me great pleasure to state that the information sought by us has been promptly and most cheerfully given in all cases. Especially are we under compliment to the tenement-house commissioner of the city of New York and his efficient assistants and also to the health commissioner of said city, for their hearty coöperation in this important work.

REPORT OF THE DEPUTY MINE INSPECTOR.\*

HON. JOHN WILLIAMS,

*First Deputy Commissioner, Department of Labor, Albany, N. Y.*

SIR: I have the honor to transmit herewith my annual report relating to the inspection and general conditions of mines and quarries, for the year ending September 30, 1905. I am pleased to report that there has been quite a marked

\*The detailed statistics of mining inspection appear in Table XV of the Appendix.

increase in the total number of wage earners, although a few industries show a decrease. The general conditions show an improvement over the preceding year. I have made an effort, in the following table and notes to indicate the relative changes in number of wage earners and industries as compared with the year 1904.

COMPARATIVE TABLE SHOWING MINES AND QUARRIES INSPECTED AND IN OPERATION, TOGETHER WITH NUMBER OF EMPLOYEES.

PRODUCT.	1904.		1905.		WAGE EARNERS.	
	Number of mines or quarries.	Wage earners.	Number of mines or quarries.	Wage earners.	Increase.	Decrease.
Cement.....	20	576	11	419	.....	157
Feldspar mica.....	1	16	1	35	.....	19
Galena.....	.....	.....	1	7	.....	7
Graphite.....	3	50	4	73	.....	23
Gypsum.....	9	175	12	227	.....	52
Iron.....	16	718	22	1,546	828	.....
Pyrites iron.....	1	40	3	54	.....	14
Salt.....	1	150	1	165	.....	15
Sienna*.....	2	6	.....	.....	.....	6
Stone.....	84	2,695	64	3,069	374	.....
Talc*.....	.....	.....	6	92	92	.....
Zinc, copper, etc.....	1	6	.....	.....	.....	6
Total.....	138	4,432	145	5,687	1,424	169

You will note from the foregoing table that while there are only five additional inspections in the year 1905, the net increase in wage earners is shown to be 1,255 over the preceding year. The principal increase being in the iron industries.

#### STONE.

First in point of employment of wage earners are the stone industries and of the fifty-four quarries visited during the year, I shall mention them under the following heads: Bluestone, 8; flint and limestone, 34; marble, 10; Medina sandstone, 20; Potsdam sandstone, 1; slate (roofing) 8; shale, 2; garnet, 1.

*Bluestone.*—Of this variety of stone one or two important industries have been added to the list during the past year and are located at Portageville, Wyoming county. The quality of stone is excellent for building or trimming purposes and is dressed for the market under specifications. The quarries of Chenango county make more of a specialty of flagging stone and from one of these quarries, located at Oxford, have been quarried and shipped some of the largest recorded in this country. But flag stone has a competitor also in the concrete construction of sidewalks, etc., and the industry has little encouragement for future investment, except in cases where the size and quality are exceptional.

*Flint and Limestone.*—The increased demand for broken stone, for concrete purposes, ballast, etc., has resulted in the opening of numerous quarries and the erection of extensive crushing plants. On the other hand, the large consumption of broken stone used in building construction as concrete work, has seriously effected the quarry industries where stone was quarried for building purposes only, and many such quarries have been compelled to go out of business.

The deposits of limestone adapted to the manufacture of Portland cement, in different sections of the State, are receiving their share of attention, particularly where shale or clay is found in close proximity. A large number of these in-

\*The talc mines were not inspected in 1904 nor the sienna mines in 1905. The galena mine is a new industry.



dustries have come into prominence in the past few years, both of the limestone, clay or shale class and that of the marl and clay class. The effects of the Portland cement industries upon the natural cement will be noticed under the head of Cement.

*Marble.*—The most extensive quarry of white marble in this State is located at South Dover, Dutchess county. This quarry has, with one exception, the distinction and capacity of producing the longest single block of white marble of any quarry in the United States; the exception referred to is a quarry in Georgia.

On the white and variegated marbles of Gouverneur, much favorable comment could be made. Wherever these marbles have entered into building construction, either in whole or in part, they have given the best of satisfaction. From personal inspection of buildings constructed of these marbles, I find little or no discoloration or disintegration by the action of the elements even after years of exposure.

The demand for these marbles is on the increase and I find an increase in the number of wage earners over last year, with one quarry closed. The cost of transportation in some instances is unfavorable owing to the lack of railroad facilities.

*Medina Sandstone.*—Of these industries, which are confined principally to Orleans county, I found but twenty in operation in 1905, compared with 34 in the year 1904. This falling off in number in active operation may be accounted for in a measure by the fact that there existed a so-called trust or combination of interests in 1904; which, between my inspections of 1904 and those of 1905, had met with some difficulty, financial or otherwise, causing the closing down or suspension of work in several of the quarries.

Whether or not this combination will ever again control the properties is a question, but many of the operators have spent years in these quarries and are wedded to them, so to speak. There is little doubt however that these quarries, the product of which is so widely and favorably known, will soon recover from the effects of the combination which seems to have been a failure, and gradually rise to their former standard of production and prosperity.

*Potsdam Sandstone.*—I found but one company in operation. It is located near Potsdam in St. Lawrence County and produces an excellent quality of building stone.

*Slate.*—The slate quarries of Washington county are affected by conditions similar to those existing in the Medina sandstone industries. An effort to combine or consolidate these properties and lessen the production in order to hold or enhance prices, has resulted adversely to the operators, with the sequel that many have been closed down while others have passed into the hands of receivers.

*Shale.*—I report but two quarries of this character of stone the product of which is used in the manufacture of Portland cement, but they are not of much importance as quarries. Other deposits of shale are being operated and the product used in the manufacture of paving brick, etc., but I have not considered them of sufficient importance to require inspection.

*Garnet.*—The most extensive quarry of this variety of stone is located a few miles from North River, Warren county. A vast amount of money has been expended on a plant for the separation of the garnet from the mother rock and the product is apparently of high grade, with quantity sufficient to insure the success of the enterprise. There are other garnet properties in this section but

as far as I could learn, there is little or no machinery employed, hence I did not visit them. Of the garnet produced in the United States, New York State contributes 75 per cent.

#### IRON.

Second in point of employment of wage earners are the iron industries. The demand for iron ores, particularly the magnetite, has largely increased during the past year and a much larger number of employees are enrolled than in the preceding year. The principal deposits of magnetic ores are found in Clinton and Essex counties, the largest operators being the Delaware and Hudson Company, at Lyon Mountain, Clinton county, The Witherbee-Sherman Company and Port Henry Iron Ore Company, Mineville, Essex county. Two of these operators are enlarging their plants, substituting electric power for steam and adding other improvements to enhance their product and decrease the cost of production. Much money is being expended throughout the region wherein these deposits are situated, in prospecting for the much desired magnetite ore.

The red and brown hematite ore of Jefferson county, St. Lawrence and Dutchess counties, are not being worked at present to the extent of former days. There are specific reasons for the decrease of production in this class of mines and among such reasons it may be said that the higher grades of hematites are nearly exhausted, and the lower grades will not warrant the expense of extraction and transportation.

#### CEMENT.

This industry stands third in the enrolment of employees. The Portland cement industries are not included under this head as the rock entering into the manufacture of Rosendale cement is natural cement rock, while Portland cement is manufactured from two or more elements. Natural cement rock was first discovered in this country in the year 1818 near Chittenango, Madison county, this State. Later, in the year 1823, it was discovered near Rosendale, Ulster county. In the year 1828 a mill was built at Rosendale and since that date this locality has been the leading centre of this industry. (U. S. Census Report 1902.) While for so many years this State has been the principal producer of Rosendale cement, this industry is gradually losing ground, owing to the depth some of these deposits have attained and the increased expense of fuel and cooperage, also the reduction in price by reason of the competition of the Portland grade. The production of Portland cement, in this and in other States, has reached enormous proportions thus placing the natural rock cement on a losing basis.

#### GYPSUM.

While the number of gypsum industries has not increased, the production and number of wage earners has grown very materially. The prospecting for this material is still maintained and the production is likely to be largely increased in the future.

#### GALENA.

In the county of Orange, near Otisville, an opening and development is being made to demonstrate the value of certain veins of this mineral, the value of which is yet to be established. In years past this mineral has been mined in Ulster, St. Lawrence and Dutchess counties with little success.

#### GRAPHITE.

The graphite industries are mostly confined to the Lake George and Lake Champlain regions in the Adirondacks. There have been added one or two

new industries the past year and others are likely to be listed during the present year. There is little fear of over-production of this mineral or even an increase that is likely to affect its commercial value, as may be shown by the U. S. Census Report of 1902, which report indicates that the imports of graphite for the year 1902, were valued at \$1,168,554 while the value of that which was produced in this country, both natural and artificial, was but \$292,808 or about 25 per cent of that imported. It is also shown by the census report of the same year that 69.3 per cent of the graphite produced in the United States was contributed by this State. There is but little doubt that there yet exists, undiscovered in the Adirondack region, vast deposits of this valuable mineral and it is but a question of time when the production of graphite will be largely increased.

#### SALT.

The production of rock salt is at present confined to one mine operated by The Retsof Mining Company, at Retsof, Livingston County. The daily output of this mine is about 1,500 tons and there are employed in the mine proper 160 or more men. There is used in this mine daily, something like one and a half tons of dynamite. Another industry of like character is in course of development

The Sterling Mine—which is located in the same county.

#### PYRITES. (IRON.)

Of these industries there is an increase of two over the year 1904. While this additional number is not altogether new, being a re-opening of the old Stella Mines near DeKalb, St. Lawrence county, they seem to be in the hands of parties who will push development and determine the value of these deposits.

#### ZINC, COPPER, ETC.

I found the zinc mine at Ellenville, Ulster county, closed temporarily. The existence of zinc in St. Lawrence County is well known and prospecting for this mineral is being carried on to quite an extent and I look for definite results within a year or two.

#### FLINT, FELDSPAR, QUARTZ AND MICA.

The extraction of this combination is confined principally to one company, that of the International Mining Company near Ticonderoga, Essex county. With the completion of their new plant the product of this industry will be largely increased.

#### LABOR CONDITIONS.

Reviewing the labor conditions, I found that the demand for labor was far in excess of the supply. With but few exceptions complaint was made of the scarcity of labor. One superintendent informed me that he had expended \$1,200 or more in an effort to obtain help and had met with but partial success. The scale of wages is no doubt responsible in a measure for the short supply of laborers, as the work is more or less hazardous and the wages paid are not altogether satisfactory. In many instances the operators are perhaps paying as high wages as the conditions will warrant but this of course has its influence with those seeking employment.

Regarding accidents, I have no data by which I can compare the number occurring this year with those of last year. It is my impression however, that there has been but little if any increase, while the number employed has increased nearly 1,300. A large percentage of accidents result from carelessness or disregard of the mine rules on the part of the person injured. As an illustration—I had an interview with a man who had worked in the quarries for twenty-five years and who had been twice injured by explosion while attempting to unload a misfire with a steel bar. His second attempt resulted in permanent disability.

I am very particular about the general rules and make it a point to see them posted and to replace old and indistinct copies with new ones. The usefulness of these rules is somewhat impaired by reason of the large foreign element employed, who cannot read them, and it is this element which met with the largest share of accidents which have occurred. It is to be regretted that so little regard or consideration is given by some operators in case of the injury or death of these unfortunates. Usually the large corporations carry an insurance on their employees and in case of death or permanent injury and suit is brought to recover damages, the case is taken in hand by the insurance company and fought to the bitter end; and, in case of the recovery of damages, it is a question WHO receives the benefit.

A majority of the operators are quite in accord with the Department in suggestions looking to the safety of mine and employee and willingly comply with orders given tending to this result.

The number of orders issued from the Department of Labor was 121, with 82 compliances reported, compared with 72 orders and 50 compliances reported for the preceding year.

Respectfully submitted by

C. M. GILMORE,  
*Mine Inspector.*

#### REORGANIZATION.

By reorganization is meant the rearrangement of inspection districts and the reconstruction of forms or blanks used in connection with the work of the Bureau.

After seven months of the fiscal year had elapsed the administrative head of the department was changed. Soon after Commissioner Sherman entered upon his duties the question of reorganization was taken up and thoroughly discussed, with the result that he authorized the revision and reconstruction of all departmental or bureau blank forms and records. It was decided to discontinue obsolete methods and to adopt the most approved modern system. The change was to be complete in every respect, from the reports of field work, prepared and filed by the deputy factory inspectors, to the office records of all official transactions incident to factory and other inspections performed by our officers. Everything except general correspondence was to be made to conform to the new ideas.

After careful examination of methods obtaining in public and private offices, and after consultation with persons possessing wide experience and expert knowledge in regard to the subject, we concluded to adopt the card system as being the best adapted to our service. This system had been adopted by the New York Tenement-House Department, and had proven so successful, and its superiority over old methods so clearly established, that we felt it had passed the experimental stage, and that there was not the slightest danger of a breakdown in its operation. Therefore, the task of preparing the forms to cover the various phases of our work was undertaken during the latter part of June, 1905.

In this connection it might be well to state that this Bureau had adopted the card system for the records of tenement-house licenses in the latter part of 1904, and, when we were considering plans to improve our methods of recording factory and other inspections, we were not wholly inexperienced in regard to modern methods as applied to our records.

It was an easy matter to determine that a change was necessary and advisable, but the preparation of forms to carry into effect the new ideas involved considerable study and careful application to the subject in hand, and, in prosecuting this work, advantage was taken of the willingness of the former First Deputy Commissioner of the New York Tenement-House Department, Hon. Lawrence Veiller, to render assistance. Mr. Veiller had prepared and perfected the scheme of card records adopted by the said Tenement House Department and therefore was qualified to give expert advice.

I prepared drafts of the various forms made necessary by the proposed change and then submitted them to Mr. Veiller at a conference held with him in New York City. After a thorough examination of the drafts, during which he engaged in both eliminative and constructive criticism, the forms were finally adopted. The copies went to the State printer during the first week in August. I then thought that the principal part of the task undertaken had been accomplished, but I was mistaken. It soon became quite apparent that the State printer's establishment had not been accustomed to the style of work called for, and that if satisfactory results were to be obtained, another period of uncertainty and worry was in store for us. When the proofs reached our hands they were found to be hopelessly full of errors; they had to be revised repeatedly and for a time we were quite discouraged. Finally however the last corrected copy was off; then came the question of the delivery of the quantities ordered. We had ordered a total of about one hundred thousand cards, blanks, etc. Special stock had been selected and the different forms were to be printed on cards of different colors, and inasmuch as we insisted that the supply furnished should conform to the sample selected, both as to quality and color, there was some delay because the printer experienced considerable difficulty in procuring the stock. The first instalment was delivered to us about four days before the close of the fiscal year, thus giving us about three days to prepare samples and instructions for our field force. These samples and instructions had to reach the deputy

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.43

factory inspectors by October 1, 1906. The inability of the State printer to properly handle such work, and to make prompt delivery, was to us a most serious problem, but we eventually pulled through in a satisfactory manner.

The following plates, together with brief descriptions, will no doubt be of considerable interest and I hope of some value to those who have to handle similar problems in other places.

For convenience I shall separate the plates into two groups, one to include all cards and forms used in connection with the administration of Article VII of the Labor Law, relating to manufacturing in "tenement-houses," the other to consist of the forms used in connection with the inspection of factories, shops, bakeries and laundries, and the enforcement of law therein.

## GROUP I—PLATE I.

Street <u>Hester</u>	No. <u>230</u> Borough <u>Manhat.</u> Date <u>Jan. 4 06</u>	APPL'N. No. <u>2564</u> LICENSE No. <u>708</u>
<b>APPLICATION FOR LICENSE—TENEMENT HOUSE</b>		
TO THE COMMISSIONER OF LABOR OF THE STATE OF NEW YORK:		
I hereby make application for a license for the tenement house No. <u>230 Hester</u> Street, Borough or City of <u>Manhattan</u> , as provided in the Labor Law, section 100, chapter 415, Laws of 1897, as amended.		
The said building is on the <u>front</u> (front or rear) of the lot.		
It is <u>5</u> stories and <u>Basement</u> <input checked="" type="checkbox"/> <u>Cellar</u> <input checked="" type="checkbox"/> in height.		
It has on each floor the following number of apartments: <u>4 4 4 4</u> Total apartments <u>16</u>		
The OWNER is <u>D. Marceau</u> Address <u>560 Mott</u>		
The AGENT is <u>Emanuel Brucato</u> " <u>471 Bony</u>		
The LESSEE is _____		
To be filled in only if lessee of whole premises		
Signed <u>Brucato Emanuel</u>		Agent

STATE OF NEW YORK	IF SIGNED BY AGENT FILL OUT THE FOLLOWING
<u>New York City</u> ss: <u>Emanuel Brucato</u>	being duly sworn, deposes and says that he is the duly authorized agent of the owner of the above described tenement house and is authorized to make this application for license.
Subscribed and sworn to before me this <u>4th</u> day of <u>January</u> 190 <u>6</u>	<u>Brucato Emanuel</u> Signature of agent
State Department of Labor—Form A-97-28—Application for Tenement House License	

## FACE OF CARD.

Referred to Tenement House Department <u>1-6-06</u>	Reported by Tenement House Department <u>1-12-06</u>
Referred to Department of Health <u>1-6-06</u>	Reported by Department of Health <u>1-11-06</u>
Referred for Investigation to Deputy Inspector <u>R.M.H.</u>	Date <u>1-15-06</u>
Referred for Reinvestigation to " <u>J.B.S.</u>	Date <u>1-27-06</u>
" " " <u>W.E.T.</u>	Date <u>2-13-06</u>
" " " _____	Date _____

## BACK OF CARD.

## GROUP I—PLATE II.

Street Mott No. 378 Borough Manhattan Date Jan 4-06 <sup>T</sup>

## TO THE TENEMENT HOUSE DEPARTMENT:

Application has been duly made to the State Department of Labor for a license for the above-mentioned tenement house. You are hereby requested, in accordance with the provisions of Sections 100 and 103 of the Labor Law, as amended, to furnish upon this card the following information. PLEASE RETURN CARD PROMPTLY.

Yours respectfully

John Williams  
FIRST DEPUTY COMMISSIONER OF LABOR

## DATE OF LAST PERIODIC SANITARY INSPECTION BY TENEMENT HOUSE DEPARTMENT:

12/17/05  
O.B.V. 9734/05 Remove

## UNCOMPLIED WITH ORDERS OR VIOLATIONS PENDING THIS DATE:

Give Ten. Dept. violations Nos. and examples of same on violations with order Nos.  
school sink 201 a Remove earthen ware house drain  
60 Concrete cellar floor. O.B.V. 65431/05 Glaze or  
close 2 transoms or windows. Hall 1 story. O.B.V. 20235-05  
cleanse bowls in butcher shop E 1 story & in hall 2 story

## TENEMENT HOUSE DEPARTMENT

BY

Samuel A. Stevens  
(Sign full name in ink)

OWNER

Francesco Conti

ADDRESS

290 Franklin

(If incorrect please give transcript of your record on line below with date of entry of each record)

Francesco Conti

155 Monroe 11/19/05

State Department of Labor—Form B-103-14—Report of Ten. House Dept.

## GROUP I—PLATE III

Street Spring No. 516 Borough Manhat. Date 1-4-06 <sup>H</sup>

## TO THE DEPARTMENT OF HEALTH:

Application has been duly made to the State Department of Labor for a license for the above-mentioned tenement house. You are hereby requested, in accordance with the provisions of Sections 100 and 103 of the Labor Law, as amended, to furnish upon this card the following information. PLEASE RETURN CARD PROMPTLY.

Yours respectfully

John Williams  
FIRST DEPUTY COMMISSIONER OF LABOR

## INFECTIOUS, CONTAGIOUS OR COMMUNICABLE DISEASES PRESENT AT THIS DATE?

A. Devito measles. 4th front right

DEPARTMENT OF HEALTH, CITY OF NEW YORK.

BY

Julio M. Walters M.D.  
(Sign full name in ink)

State Department of Labor—Form C-14-17—Health Dept's Report

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.45

## GROUP I—PLATE IV.

INV.  
(TENEMENT HOUSE)

Street Catherine No. 192 Borough Manhattan Date 1-4-06

---

BUILDING ☒ STORIES 5 ☒ APART'S PER FLOOR 1 2 2 4 4 4 4 TOTAL AP'TS. 21  
 Front-Rear Number, with (B or C) 40 CELLAR—BASEMENT 80 ☒  
 PUBLIC HALLS—STAIRWAYS good Repairs 40 Cleanliness 80 For rent, above curb or ground line—Manufacturing therein? ☒  
 WATER CLOSET ACCOMMODATIONS 2 9 11 fair 40 2  
 Number in Yard—Office—Stores—Halls—Apart's—Total Repairs Cleanliness Ratio—One W. C. to Families  
 PLUMBING not ☒ ☒ ☒ ☒ ☒  
 Obstructed—Free Openings Noted—Sewer Air Sampling?

APARTMENTS													
Floors	No. of Rooms as Occupied	No. of Rooms Converted	Number of Apartments	Number of Rooms	Number of Families	REPAIRS	CLEANLINESS	Rtg. in Survey of Ap'ts	In New Houses?	Improved and Sanitary of Family Bath?	Location of each Work Room	Disease Prevalent	Location of Apartment
0													
B	1		1	4	0	fair	20	yes				no	
1	2		2	10	2	fair	80	yes	FR-R.R.	yes	R.R.	no	
2			4	14	4	good	60	no				no	
3			4	14	5	good	60	no				no	
4		1	4	14	4	good	60	yes	R.L.	no		no	
5			4	14	6	bad	40	yes	FL-F.R.	no	yes	R.R.	
6													
7													

ALL STATEMENTS ON THIS CARD ARE CORRECT

EXAMINED BY M. A. D. 1-5-06

R. M. Hill 1-4-06  
Deputy Inspector Date

NOTES.—REPAIRS: Good, Fair, Bad. CLEANLINESS: Very clean, 100; Clean, 80; Somewhat dirty, 60; Dirty, 40; Very dirty, 20; Filthy, 0.

State Department of Labor—Form D-95-1M—Investigation of Application for Tenement License.

OVER

FACE OF CARD.

Halls, 1st & 2d floors, dirty. = Rooms in rear of cigar factory  
 in basement, very dirty. = Water closets, basement, 2d and  
 5th floors, need cleaning & white washing = Sewer air  
 escaping from defective plumbing in following apartments:—  
 1st R.R. 3d FL-R.L. 5th F.R. = 3 males not of family  
 working in apartment, 1st R.R. = Measles 5th R.R. no work.  
 Plaster falling from ceiling, Hall 5th

BACK OF CARD.



## GROUP I—PLATE V.

Street <u>Hester</u>	No. <u>280</u> Borough <u>Manhat</u>	Date <u>Jan. 4. 06</u>	A. APPL'N NO. <u>2564</u> LICENSE NO. <u>1708</u>
<b>APPLICATION FOR LICENSE—SHOP BUILDING</b>			
TO THE COMMISSIONER OF LABOR OF THE STATE OF NEW YORK:			
I hereby make application for a license for the shop building No. <u>280 Hester</u> Street.			
Borough or City of <u>Manhattan</u> as provided in the Labor Law, Sections 2 and 100, Chapter 415, Laws of 1897, as amended.			
The said building is on the <u>front</u> (front or rear) of the lot.			
It is <u>5</u> stories and <u>✓</u> in height.			
It has on each floor the following number of shops. <u>2111</u> Total shops <u>5</u>			
The OWNER is <u>Jas. Holland</u> Cellar—Basement—1st Floor—2nd—3rd—4th—5th			
The AGENT is _____ Address _____			
The LEASER is _____ Address _____			
(To be filled only if lease of whole premises.)			
Signed <u>Jas. Holland</u>			OWNER Jas. Holland

## IF SIGNED BY AGENT FILL OUT THE FOLLOWING:

STATE OF NEW YORK } ss. \_\_\_\_\_ being duly sworn, deposes and says that he is the duly authorized agent of the owner of the above described building, and is authorized to make this application for license.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_\_

(Signature of affiant.)

State Department of Labor—Form A-1-05-211.—Application for license—Shop Building.

612.

## FACE OF CARD.

Referred for Investigation to Deputy Inspector R. M. Hill Date 1-9-06

## BACK OF CARD,

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.47

## GROUP I—PLATE VI.

INV.  
(SHOP BUILDING)

Street Crosby No. 182 Borough Manhattan Date 1-4-06

---

BUILDING ✓ STORIES 3 FLOORS good  
Front—Rear. Number, with (Basement—Cellar). Structural Repair.

PUBLIC HALLS—STAIRWAYS good 40 adag CELLAR—BASEMENT 25  
Repair—Cleanliness—Ventilation. Per cent above curb or ground line—Manufacturing therein?

WATER CLOSET ACCOMMODATIONS 3 1 4 bad 20 not 31 16  
Number in Yard—Cellar—Halls—Sinks—Toilet. Repair—Cleanliness—Separated for men—Ratio—1 to Male—Female.

PLUMBING not ✓ no no no no ✓  
Obstructed—Free—Openings covered—Sewer air escaping. Wash Sinks—Dressing Rooms—Necessary?

FIRE ESCAPES ✓ ✓  
Railway—Inclined Ladders—Straight Ladders—Balance-weights—Drop Ladder.

### SHOPS

FLOORS	NUMBER OF SHOPS	NUMBER OF ROOMS	NUMBER OF TENANTS	NUMBER OF PERSONS IN SHOPS			REPAIR	CLEANLINESS	OVER-CROWDING	VENTILATION	LIGHTING
				MALES	FEMALES	TOTAL					
CELLAR	0	1	0				fair	20			
BASEMENT											
1	2	2	2	18	10	28	fair	20	no	adequate	adequate
2	2	2	2	31	6	37	"	60	no	"	"
3	1	2	1	42		42	"	60	no	"	"
4											
5											
6											
7											

ALL STATEMENTS ON THIS CARD ARE CORRECT.

EXAMINED BY S. R. P. Date 1-6-06

R. M. Hill Date 1-4-06  
Deputy Inspector

NOTES.—REPAIR: Good, Fair, Bad. CLEANLINESS: Very clean, so; Clean, do; Somewhat dirty, do; Dirty, p; Very dirty, so; Filthy, a.  
 State Department of Labor—Form Dr-49-M—Investigation of Application for License—Shop Building.

over

### FACE OF CARD.

Provide 4 inside closets for men.  
 Set apart closet on 2<sup>d</sup> floor for women  
 Provide wash & dressing rooms on 1st & 2<sup>d</sup> floors, & wash  
 room on 3<sup>d</sup> floor.  
 Clean & lime wash walls & ceiling of cellar  
 clean halls & stairways  
 clean north shop, 1st floor.

### BACK OF CARD.

## GROUP I—PLATE VII.

REF.

Street Elizabeth No. 332 Borough Manhattan City Dec. 21, 08

Application duly made to the State Department of Labor on above date for a license for the above-mentioned premises, under the provisions of Section 100 of Chapter 415 of the Laws of 1897, as amended, is hereby denied for the following reasons:

John J. Parker,

296 E. 63rd street, New York,

332 Elizabeth

Manhattan

tenement house

1-Cellar, halls, stairways and water closets are dirty.

2-Defective plumbing in following apartments- 2nd fl. R.R.

3rd, P.L. 5th, F.R.

Jan'y 15, '06  
(Date of examination)

John Williams  
(Sign full name in ink)

Examiner

State Department of Labor—Form E-1; May 1905—Revised of License

over

## GROUP I—PLATE VIII.

Street Oak No. 123 City—Borough Manhattan T.I.

OWNER Salvator Andino ADDRESS 206 Pike, N.Y.

AGENT (Name in Full) ADDRESS

LESSEE ADDRESS

NO. OF STORIES 5 ✓ MANUFACTURING Knee pants Cigars

With cellar—basement ✓ Principal class of work done Cigars

RECOMMEND THAT LICENSE BE—continued—revoked

STORIES	APARTMENTS, NO. OF ETC.				HALLS AND STAIRS				PLUMBING				WATER CLOSETS, NO. OF ETC.				APART'S WHERE MGR. IS DONE, NO. OF ETC.				DISEASE		
	Shops	Appts	Fami- lies	Visi- ted	Clean	Repa- ired	Clean	Other noted	Free	Open— lower legs Naked etc. y's	Location of Apartment	No.	Repa- ired	Clean	Location	No.	Persons Work's	No. of family	Loca- tion of Apartment	Loca- tion of Work	Loca- tion of Disease	Range of Disease	
C	1	1	1	1	20	bad	20	not	✓	✓	✓	F	1	bad	0	hall	1	12	12	F	no	R	S.F
1	4	4	4	60	fair	60	not	✓	no	no		2	good	60	hall								
2	4	5	4	60	"	60	not	✓	no	no		2	"	60	"	2	3						
3	4	4	3	80	"	80	not	✓	no	no		2	"	80	"	1	2						
4	4	4	3	40	"	40	not	✓	✓	✓	RR-RL	2	bad	20	"	2	7	4	RR				
5	4	4	4	60	"	60	not	✓	no	no		2	good	60	"	1	2			no	FL	Mess	
6																							
7																							

OTHER W. C'S. None

APARTMENT HABITUALLY DIRTY 4

EXAMINED BY R. M. Hill

YARD AND UNOCCUPIED SPACES fair 60 5077e

REPAIR Clean

ALL statements on this card are correct

1-4-06

STATE DEPARTMENT OF LABOR—Report of Inspection of Tenement Houses—1908—14

Deputy Inspector

Date

FACE OF CARD.

# REPORT OF THE BUREAU OF FACTORY INSPECTION, 1905. II.49

## ORDERS

(WHEN ORDERS ARE GIVEN SPECIFY FLOORS TO WHICH THEY RELATE)

*Cease using cellar for manufacturing purposes*  
*Clean & repair cellar stairs - Clean & repair water closet in cellar*  
*Thoroughly clean both closets and R. R. & R. L. apts. 4<sup>th</sup> floor*  
*Cease employing persons not of family. 4. R. R.*

*Following apts. locked. - cellar rear, 3<sup>rd</sup> F.L. 4<sup>th</sup> F.R.*

(TO BE FILLED OUT IN CASE HOUSE IS UNLICENSED, OR DISEASE OR UNSANITARY CONDITION IS FOUND)

MANUFACTURERS OR CONTRACTORS WHOSE GOODS WERE FOUND		PERSON IN WHOSE APARTMENT WORK, DISEASE OR UNSANITARY CONDITION IS FOUND*		
NAME	ADDRESS	NAME	FLOOR AND LOCATION OF APART.	WORK DONE
<i>Cohen Bros</i>	<i>452 Mercer</i>	<i>A. Lippsky U.C.</i>	<i>Cellar front.</i>	<i>K. Pants.</i>
<i>Greenberg &amp; Co</i>	<i>819 W. 3<sup>rd</sup></i>	<i>M. Messina U.C.</i>	<i>4<sup>th</sup> R. R.</i>	<i>K. Pants.</i>

## UNLICENSED HOUSE

Goods tagged—red used. (Indicate tagging by placing "r" after goods in column "Work done")

\*When reporting disease or unsanitary condition use letters—D, and—U—C, respectively, placing some other name of person to indicate nature of information conveyed.

## NOTES

Building—Poor—Good—Much Repair—Good—Fair—Poor—Bad Cleanliness: Very clean—Clean—Somewhat dirty—Dirty—Very dirty—F filthy—

BACK OF CARD.

## GROUP I—PLATE IX.

REV.

*Shed Chrystie No. 450 Borough Manhattan Date June 5, 05*

License No. *4621* granted for the above-mentioned premises was this day revoked in accordance with the provisions of Section 100 of Chapter 415 of the Laws of 1897, as amended, for the following reasons:

*Rufus M. Robinson,*

*Mount Vernon, New York,*

*450 Chrystie*

*Manhattan*

*1- All halls, stairways and yard are dirty.*

*2-Sewer air escaping from cellar drain.*

*3-Rear right apartment, 5th floor, habitually dirty.*

*6. 2. '05*

*John Williams*  
(Show full name in ink)

EXAMINER

## GROUP I—PLATE X.

Street Mulberry No. 420 Borough Manhattan Date 1-4-06

UNLICENSED ✓ ✓  
 —Manufacturing—in shop or store—not manufacturing—doubtful

GENERAL CHARACTER AND CONDITION OF PREMISES  
New 6 story tenement, very clean

OWNER  
 AS-TOY  
 LESSOR) OF PREMISES Domenico Santoro  
 ADDRESS 422 Mulberry, N. Y.

NATIVITY OF TENANTS Italian

REMARKS Cigar factory, north store, not connected  
with living apartments. 3 males working.

RECOMMENDATIONS That lessee be notified to apply for license

P. M. Hill  
 Deputy Inspector

OWNER NOTIFIED BY LETTER TO APPLY FOR LICENSE—BY J. A. L. - 1-6-06

State Department of Labor—Special Report on Unlicensed Premises—1905-06

## GROUP I—PLATE XI.

Street <u>Norfolk</u> No. <u>316</u> Borough <u>Manhattan</u> Date <u>Nov. 21, 1905</u>						HIST.					
Date	Action *	Goods tagged	Goods released	Initials of inspector	Notice of license R. H.	Date	Action	Goods tagged	Goods released	Initials of inspector	Notice of license R. H.
<u>Nov. 26. 05</u>	<u>App.</u>										
<u>Dec. 3. 05</u>	<u>Inv.</u>			<u>W.W.W.</u>							
<u>Dec. 7. 05</u>	<u>Ref.</u>										
<u>MAR. 2. 05</u>	<u>Inv.</u>			<u>C.L.H.</u>							
<u>MAR. 3. 05</u>	<u>Lic.</u>										
<u>JUN. 6. 05</u>	<u>Inv.</u>			<u>D.J.H.</u>							
<u>JUN. 7. 05</u>	<u>Rev.</u>			<u>D.J.H.</u>							
<u>Aug. 15. 05</u>	<u>App.</u>										
<u>Aug. 18. 05</u>	<u>Inv.</u>			<u>D.J.H.</u>							
<u>Aug. 28. 05</u>	<u>Lic.</u>										
<u>Nov. 19. 05</u>	<u>Dis.</u>			<u>W.E.T.</u>	<u>Nov. 21. 05</u>						

\*Under "Action" note inspection—Ins.; investigation—Inv.; inspection on R. of H. notice of license—Dis.; Apartment—App.; Observation—Obs.; License issued—Lic.; License refused—Ref.; License revoked—Rev.; Notice to landlord—Notice mailed; Notice served personally—Pers. Notice.

STATE DEPT. OF LABOR—BUREAU OF TENEMENT HOUSES—22-OCT.-05

## GROUP I.—TENEMENT-HOUSE RECORDS.

*(All names and street numbers are assumed.)*

Plates I and V represent the initial step in the administration of section 100 of the Labor Law as applied to the two classes of buildings that are subject to its provisions, *e. g.*, the tenement-house proper and the building situated on the same lot with a tenement or "dwelling-house and which is used for any of the purposes specified in section one hundred." These plates are reproductions of applications for license, known in the Bureau as cards A. and A<sup>1</sup>. They conform strictly to the requirements of the law. Application for license must be made by the owner of a tenement-house or by his duly authorized agent; if made by an agent, as will be noted, the Bureau requires that such agent shall execute a statement under oath affirming his authority to act on behalf of the owner of the property involved. This precaution was taken to avoid complications which might arise in connection with the acts of such agents. The statute does not make provision covering the rights of lessees of tenement-house properties, but inasmuch as a lessee, so far as the objects of this law are concerned, is to all intents and purposes the owner of such property, it was felt to be proper to recognize lessees as having proprietary rights under this law, provided, that, when application is made, the unexpired period of the lease be not less than one year. Lessees are required to produce their lease before application is accepted.

After an application for a license for a tenement-house proper has been executed, it receives a consecutive number and is passed to the clerk who has charge of the tenement-house records; under the direction of this clerk two cards—known in the department as cards T. and H., are prepared; (see Plates II and III); the top lines on these cards must be identical with the corresponding line on the application to which they relate, and they must bear the signature of the proper Bureau officer. Card T. is then sent by mail to the office of the municipal department charged with the duty of sanitary inspection of tenement-houses, and it is the duty of the person in charge of such department or bureau to furnish the information sought with as little delay as possible. The same course is followed in respect to card H. which is sent by mail to the office of the local board of health. It is the duty of the health officer to respond to our specific inquiry without delay. Pending the return of the cards T. and H. from the municipal departments, no further action is taken upon the application. When they are

returned, cards A., T. and H. are placed in the hands of the Superintendent of Licenses who examines the record furnished by the Tenement-House and Health Departments. If the records furnished show that the house in question is not free from disease or unsanitary conditions, or both, then the application for license is denied without any inspection of the premises by an officer of this Bureau. It must be understood however, that pending violations of a purely structural character reported to us by the municipal department are not made the basis of a denial of application, we deny the application for purely sanitary reasons. On the other hand, if the records show the building is free from disease and unsanitary conditions, an investigation of the premises by one of our deputy factory inspectors is ordered. Card INV. (see Plate IV) is then prepared under the direction of the chief filing clerk and is sent to the district inspector. The preparation of this card in the office consists of filling in the top line on the face thereof. Before proceeding with the explanation of the method of marking card INV., prescribed for the inspector, attention is directed to the back of card A. (Plate I), which shows how the several steps in the process are recorded; such a record is very essential in order that we may be able to tell the exact status of any given application while the question of final disposition or action thereon is pending.

The method of marking the card is very simple; it consists of numerals, checks, abbreviations and monosyllables placed at certain points or in certain spaces, each, when properly placed, conveying a distinct meaning. In the first line of the investigation proper, (Plate IV, face of card) a check is placed over the word "front" to indicate that the tenement-house is built on the front or street line of the lot; in moving along this line we find that the house is five stories in height with a basement and not a cellar; if a check had been placed over "c" then we would understand that it had been built upon a cellar. Repair is indicated by one of three words—"good," "fair" or "bad." Cleanliness is reported on by percentages—100 naturally representing the highest and 0 the lowest standard. The checks whenever used, are affirmatives, the negative being shown almost invariably by the words "no" or "not." The tabular spaces on this card are quite interesting. The information conveyed in the columns gives a comprehensive idea of the arrangement of the building and the amount of "tenement work" conducted therein, together with the sanitary conditions of the apartments on each floor. According to column

two there are three stores in this building that are wholly unconnected with the rest of the building by doors, windows or openings. The third column shows that there are nineteen living or dwelling apartments in the house, *e. g.* provision has been made for the proper housing of nineteen families. In the next column we find that the apartment on the basement floor is not occupied, but on the third floor there are five families living in four apartments, while on the fifth floor we find six families in four apartments. This of course means that two apartments on the fifth and one on the third floor are each occupied by two families. The next column covers the "repair" of the apartments; they seem to be in a satisfactory condition except the fifth floor, which is reported "bad." The seventh column relates to cleanliness; all are in a tolerably fair condition except the basement and fifth floor. We now come to the question of manufacturing in the tenement-house. This card shows they are manufacturing in five apartments and in one store or shop. In one apartment on the first floor—R. R. (rear right) persons not members of the family living therein are found at work. On the fifth floor manufacturing is conducted in two apartments while in one of the other apartments on this floor a case of measles is discovered. After a thorough investigation of the house according to the foregoing method, the inspector then examines his record and on the back of the card (see Plates) he enters the violations noted. The card is then signed by him in the proper space and returned to the office. The chief filing clerk thereupon enters upon the record hereafter described, (Plate XI) the date of inspection and then hands the two cards A. and INV. to the Superintendent of Licenses who carefully examines the report of investigation and upon the record he grants or denies the application for license, signing and dating the card when examined.

The process in respect to an application for a "shop" license (see Plate V) is practically the same except that cards T. and H. are not used in connection therewith for the reason that the Tenement-House Department has no jurisdiction except over tenement-houses and the Department of Health only inspects shops and factories upon complaint. (As a matter of fact they rarely do that but refer such complaints to our Bureau.) All applications for "shop building"\* licenses are immediately referred to the district inspector for investigation on card INV.

\*Departmental term.



(see Plate VI.) The tabular arrangement of this card is of course different to Plate IV for it deals with an entirely different phase of the problem. The method of marking is precisely the same, however, and the arrangement is so simple that further explanation seems unnecessary. The deputy inspector notes violation on the back of the card and after properly signing and dating it he returns it to the office.

When the Superintendent of Licenses denies an application for a license, he must sign and date a card upon which is written the reasons for denying such application. Plate VII is a reproduction of this card which is known in the Bureau as REF. The typewritten matter on this card is the carbon copy of the official notice of denial sent to the applicant.

When an application is granted a note of approval is made thereon and license is written and framed and the applicant notified to come and get it immediately.

After a license is granted, in due course of time, the tenement-house is inspected; (the law provides that licensed houses shall be inspected "once in every six months"); the report of such periodic inspection is made on a T. I. card. (See Plate VIII.) The method of indicating the facts observed is the same throughout as heretofore explained. It will be noticed that each horizontal line in the tabular space on the face of this card covers completely one floor and that there are six general subjects upon which the inspector must report, as follows: Apartments, halls and stairs, plumbing, water closets, manufacturing and disease. This report shows, in respect to apartments, not only the number of apartments and number of families living therein, but also the number actually visited by the inspector. Some apartments are unoccupied or locked and cannot be entered; this is a condition frequently met but it is not so serious, however, when the house is licensed, for the sanitary condition of the locked apartment can be fairly gauged by the general character of the house. But, when the initial investigation is made, prior to the granting of a license, we insist that every part of the premises be open to a full and complete inspection, otherwise license is denied. It will be noticed that we take cognizance of repair as well as cleanliness in these buildings. This is done because they are co-related and inseparable by the very nature of things. A building in bad repair cannot be kept up to the sanitary standards set by this Bureau, hence our action in respect to the subject of repair.

The general result of the analysis of the report presented on the face of this card is found on the back thereof under "orders." In view of the extremely bad conditions noted, the inspector in this case deemed it advisable to recommend summary revocation of license. (See check over "revoked" on face of card.) In the absence of such a recommendation, a notice would be written to the owner, or to a person representing him, or to lessee, directing him to remedy the unsanitary and all other unlawful conditions within a specified period, not to exceed ten days.

When a license is revoked for cause, a notice to that effect stating the reasons therefor is sent to the owner, agent or lessee and a statement, properly executed, dated and signed, is filed in the records of this Bureau. This record is made on card REV. (See Plate IX.)

In order to properly administer the provision of Article VII of the Labor Law, it is necessary to undertake a more or less systematic inspection of tenement-houses in certain sections of our larger cities, more particularly in the Boroughs of Manhattan and Brooklyn in Greater New York, for the purpose of determining if such houses are used for any of the purposes specified in Section 100. To enable us to accomplish this without following the elaborate method provided for on the T. I. card, the card reproduced in Plate X was prepared. This is an observation card and is for the purpose of reporting a superficial examination of an unlicensed tenement-house. The essential points to be covered by the inspector reporting on O. cards, are: Manufacturing, general sanitary conditions, the name of person or persons responsible for the premises under our law, together with his own recommendations in respect to the case. From these O. cards notices are served upon owners or lessees in accordance with the provisions of Section 105 of the Labor Law which defines the responsibility of owners of tenement-houses regarding the unlawful use of their property.

The last card in this group is shown in Plate XI. This is a History card. It contains an index to all other records of departmental action in reference to the tenement-house covered by it. By glancing at this card the legal status of the property under the Labor Law can be readily ascertained. The footnotes contain sufficient explanation of the abbreviations in the second column.

[illegible]

**FACE OF CARD.**

BOILERS 1 Date of last inspection 11-15-05 Certificate No. 776-1027 Properly inspected every 6 months ✓ ✓ ✓ ✓ ✓  
ACCIDENTS 3 (By Occurred since previous inspection) ✓ ✓ ✓ ✓ ✓  
BUILDING ✓ WALLS—GOOD FLOORS fair ROOF good WINDOWS good VENTILATION ✓  
Doors (By Inspected since doors closed) ✓ ✓ ✓ ✓ ✓ (By Proper and tight) ✓ ✓ ✓ ✓ ✓  
LIGHTING—WORK ROOMS ✓ STAIRS 3 ✓ ✓ ✓ ✓ ✓  
WATER CLOSETS (By Bath, gen. rel. use) ✓ ✓ ✓ ✓ ✓  
WALLS AND CEILINGS 80 ✓ ✓ ✓ ✓ ✓  
AIR SPACE ✓ FIRE ESCAPES 2 ✓ ✓ ✓ ✓ ✓  
GENERAL—WORK ROOMS 60 ✓ ✓ ✓ ✓ ✓  
YARD AND UNOCCUPIED SPACES 80 ✓ ✓ ✓ ✓ ✓  
BRICKYARDS (By Daily hours of labor) ✓ ✓ ✓ ✓ ✓  
ORDERS Keep address in register of all children under 16. = Discharge 3 boys under 16 without certificates and 2 girls under 14 = Carry employing 1 child under 16 over 9 hours daily = Carry employing girls on buff or shield = Pay employees weekly in cash = Properly guard all exposed gears and protruding part screws. Report exhaust fan and colloquially operate same. Report accident of Dec. 17-05. Provide & maintain light in all halls & stairways. = Provide 3 extra male closets for men & one for women. = Provide suitable wash rooms.  
NOTICE SENT 1-8-06 ALL STATEMENTS ON THIS CARD ARE CORRECT  
EXAMINED BY D. W. B. 1-6-06 R. M. Hill Jan 4-06  
NOTES—REPAIR: Good, fair, poor, bad. CHARGES—Pay above on Check or Remitted drop, for Drop, on Vay drop, on Friday, &

### BACK OF CARD

## REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.57

## GROUP II—PLATE II.

Inv. No. X-3-6 FORMERLY AT \_\_\_\_\_ To be given only if removed since Oct. 1, last  
 NAME Chas. Barton B. 516  
 Street W. 23 No. 719 City or Village New York County N. Y.  
 INCORPORATED, JOINT STOCK CONCERN—PRESIDENT'S NAME \_\_\_\_\_  
 OWNER ASBOTT OF BUILDING Name Henry Apfel Address 120 Hamilton  
 NO. OF STORIES 5 1st cellar Bread  
 Principal material used \_\_\_\_\_

Persons Employed (Exclusive of Working Pro- prietors, Managers, Etc.)	Office Help, Messengers, etc.	To the workshops	Total No. employed	Regulation No. 1 of Labor in N. Y. State
Males of years old or over		4		60
Males 14 to 18 years				
Males 12 to 14 years				
Females of years or over				
Females 14 to 18 years				
Total		4		X X X X

Children under 14 years \_\_\_\_\_  
 Children 14 years \_\_\_\_\_  
 Largest number of employ-  
ees at any time in past 12  
months same as above

NO. OF COPIES OF PATENT RIGHTS AT WORK \_\_\_\_\_

MACHINERY none  
 (a) Specialty dangerous \_\_\_\_\_ Properly guarded—other machinery guarded \_\_\_\_\_ Risk of injury—Lesser—practicable \_\_\_\_\_ Copied, gears, belts, shafting, etc. screws—properly guarded \_\_\_\_\_  
 BOILERS none Inspected every 6 months \_\_\_\_\_ Date of last inspection \_\_\_\_\_ Conditions filed \_\_\_\_\_ Proper gauges—safety valves—water—safety valves \_\_\_\_\_  
 ACCIDENTS none (a) Checked since previous inspection \_\_\_\_\_ Properly reported \_\_\_\_\_

Since Denial of License—Status of Inspection of Business—app. (b) \_\_\_\_\_

## FACE OF CARD.

BUILDING good DOORS not not not STAIRS 2 1 1 ✓  
 (a) Stone—brick—frame—repair \_\_\_\_\_ (b) Open out—in—locked—baited—fastened \_\_\_\_\_ (c) No.—is—out—Handrails \_\_\_\_\_  
 Substantial—inside \_\_\_\_\_ WATER CLOSETS \_\_\_\_\_ (111) No. in cellar—workrooms—bakeroom—hall—yard—Repair—Clean—(118) Sep. for sexes \_\_\_\_\_  
 Ramps & ladders—repairs \_\_\_\_\_ (112) Screened—ventilated—obscure writing—marking—sep. approaches for women—Indoor closets practicable \_\_\_\_\_  
 WASH ROOMS \_\_\_\_\_ (113) Provided—wash-sink—running water—other facilities—necessary—properly separated from workroom—bakeroom \_\_\_\_\_  
 PLUMBING—DRAINAGE \_\_\_\_\_ (114) Properly constructed—obstructed—free—openings good—sewer air escaping \_\_\_\_\_  
 WORKROOM—BAKEROOM—FLOOR \_\_\_\_\_ (115) Cement—tile—brick—wood—saturated with oil \_\_\_\_\_  
 WALLS \_\_\_\_\_ (116) Plaster—wood—steel—needs W. W. painting—repair \_\_\_\_\_ (117) Plaster—wood—steel—needs W. W. painting—Repair—right \_\_\_\_\_  
 WOODWORK \_\_\_\_\_ (118) Clean—needs painting \_\_\_\_\_ FURNITURE—UTENSILS \_\_\_\_\_ (119) Clean—portable \_\_\_\_\_ (120) Clean—dry—airy—properly arranged for \_\_\_\_\_  
 Cleaning—animals permitted to remain in bakery or storage room \_\_\_\_\_  
 VENTILATION \_\_\_\_\_ (121) Paper—sufficient—air shafts—windows—Pipes over oven door—fire pit \_\_\_\_\_  
 SLEEPING PLACES \_\_\_\_\_ (122) In bakeroom—storeroom—on floor where products are manufactured or stored—inspected—cleanliness \_\_\_\_\_  
 GENERAL \_\_\_\_\_ (123) Receptacles for coal—ashes—refuse \_\_\_\_\_ YARD AND UNOCCUPIED SPACES \_\_\_\_\_ Rubbish \_\_\_\_\_ Cleanliness \_\_\_\_\_

ORDERS Remove water closet from back room = Repair floor in back room  
Repair plumbing under sink = White wash walls & ceiling of  
back room & paint wood work = Keep dogs out of back room =  
Thoroughly clean sleeping rooms, rear of storage rooms = Increase  
height of back room to 8 feet = Provide receptacle for refuse.

EXAMINED BY D. W. D. Date 1-6-06 ALL STATEMENTS ON THIS CARD ARE CORRECT  
 NOTICE SENT 1-9-06 A. M. Hill Deputy Inspector Date 1-4-06  
 NOTES—REPAIR: Good, fair, poor, bad. CLEANLINESS: Very clean, 100; Clean, 80; Somewhat dirty, 60; Dirty, 40; Very dirty, 20; Filthy, 0. RUBBISH: Free—some—much

## \*BACK OF CARD.

In No. II-1 FORMERLY At 210 W. 20<sup>th</sup> IMP. No. 782  
 To be given only if returned since Oct. 1, 1918  
 NAME Robertson Manfig Co F. I. L. No.             
 Street Elizabeth No. 319 City or Village New York County New York  
 INCORPORATED, JOINT STOCK CONCERN - PRESIDENT'S NAME Jno. D. Robertson  
 OWNER            OF BUILDING - NAME Wm. P. Dickson Address 592 W. 76<sup>th</sup> N.Y.  
 AGENT             
 NO. OF STORIES 6 3, 4, 6 Typewriters  
 If GOODS NAMED IN SEC. 30 AND STATE GOV. WAREHOUSE ACTURE

Parties or Persons (Persons of Color, Foreign Born, or Managers, Etc.)	Office Help, Menstruants, Etc.	In the shops	Total No. employed	Regular with no other shop
Males 18 years old or over	<u>4</u>	<u>326</u>	<u>329</u>	<u>59</u>
Males 15 to 18 years	<u>2</u>	<u>19</u>	<u>21</u>	<u>59</u>
Males 12 to 15 years	<u>1</u>	<u>5</u>	<u>6</u>	<u>59</u>
Females 18 years or over	<u>6</u>	<u>96</u>	<u>102</u>	<u>53</u>
Females 15 to 18 years	<u>2</u>	<u>2</u>	<u>2</u>	<u>53</u>
Totals	<u>13</u>	<u>447</u>	<u>460</u>	<u>X</u>
Children under 12 years	<u>2</u>	<u>X</u>	<u>X</u>	<u>X</u>
Children literate	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Any work done at night or any time in past 12 months	<u>15</u>	<u>478</u>	<u>493</u>	<u>X</u>

CHILDREN not not not not  
 (If children properly born - and all sons, and the mothers - and the fathers  
 (If Working over 6 hours daily - (If Working ladies 6 a month or more - (If dangerous machines  
 Under 15 years and remaining children - (If No. opportunity under 15  
 WOMEN AND MALE MINORS not  
 (If men for female - women present - (If men for  
 (If less than 60 work clothes - (If 60 less than 60 - (If 60 less than 60 - (If 60 less than 60  
 (If Work ladies 6 a month or more - (If 60 less than 60 - (If 60 less than 60 - (If 60 less than 60  
 MEAL TIME 45  
 WAGES             
 ELEVATORS - PASSENGER

**FACE OF CARD.**

**BOILERS** \_\_\_\_\_ No. \_\_\_\_\_ Date of last inspection \_\_\_\_\_ Condition \_\_\_\_\_ Proper gauges—water, steam-reading valves \_\_\_\_\_  
**ACCIDENTS** \_\_\_\_\_ (a) In Progress? \_\_\_\_\_ Property impaired every 6 months \_\_\_\_\_ Date of loss reported \_\_\_\_\_ Certificate \_\_\_\_\_  
\_\_\_\_\_ (b) Occurred since previous inspection \_\_\_\_\_ Property restored \_\_\_\_\_  
**BUILDING** \_\_\_\_\_ Walls good Floors fair Roof good Windows good Ventilation \_\_\_\_\_  
(c) Basement doors \_\_\_\_\_ Stairs \_\_\_\_\_  
**DOORS** \_\_\_\_\_ (d) Open both sides \_\_\_\_\_ (e) One side open — other closed \_\_\_\_\_ Handrails substantial Wood \_\_\_\_\_ Rubber flooring satisfactory \_\_\_\_\_  
\_\_\_\_\_ (f) Top set not set \_\_\_\_\_  
**LIGHTING—WORK ROOMS** \_\_\_\_\_ HALLS—STAIRWAYS \_\_\_\_\_  
(g) Light, gen. or spec. \_\_\_\_\_ (h) Independent of power source \_\_\_\_\_  
**WATER CLOSETS** \_\_\_\_\_ (i) No. in each toilet—workroom—yard hall \_\_\_\_\_  
\_\_\_\_\_ (j) No. in each toilet—workroom—yard hall \_\_\_\_\_ Paper dispensing—lighted up for men \_\_\_\_\_  
\_\_\_\_\_ (k) Cleanliness W.C.—Yard \_\_\_\_\_ Room 1 W.C. in boiler room \_\_\_\_\_  
\_\_\_\_\_ (l) Ample in each workroom \_\_\_\_\_  
**WALLS AND CEILING** \_\_\_\_\_ **CLEANLINESS** \_\_\_\_\_  
(m) Cleanliness W.C.—Yard \_\_\_\_\_ Dressing Room \_\_\_\_\_  
\_\_\_\_\_ (n) Ample in each workroom \_\_\_\_\_  
**AIR SPACE** \_\_\_\_\_ FIRE ESCAPES \_\_\_\_\_  
(o) Ample in each workroom \_\_\_\_\_  
**GENERAL—WORK ROOMS** \_\_\_\_\_  
(p) Cleanliness Work storage of goods \_\_\_\_\_  
**YARD AND UNOCCUPIED SPACES** \_\_\_\_\_ BRICKYARDS \_\_\_\_\_  
(q) Daily house of labor \_\_\_\_\_  
**ORDERS** Keep address on register of all children under 16 = Discharge 2 boys  
under 16 without certificate and 2 girls under 14 = Carry employing childless  
under 16 over 9 hours daily = Cease employing girls on buffer wheel = Pay employes  
retily in cash = Properly guard all exposed gears and protruding fasteners  
Repeat around jaw and substantially square same Repeat accident of Dec. 7-08  
Provide & maintain light in all halls & stairways = Provide 2 extra matched closets  
for men & one for women = Provide suitable washrooms.

**NOTICE SENT:** 1-8-06 **ALL STATEMENTS ON THIS CARD ARE CORRECT**

**EXAMINED BY:** D.W.B. 1-6-06 R.M.Hill Jan 4-06

**NOTES—REPAIR:** Good, fair, poor, bad. CLEANLINESS Very clean, less clean, no immediate dirty, far dirtier, on Very dirty, on Filthy.  
Date

### BACK OF CARD

## II.57

Ind. No. X-3-1 FORMERLY AT \_\_\_\_\_ To be given only if removed since Oct. 1, last 1918. No. 516

NAME Chas. Barton B.

Street W. 23 No. 719 City or Village New York County N. Y.

INCORPORATED, JOINT STOCK CONCERN—PRESIDENT'S NAME  
OWNER Henry Appel  
ADDRESS 120 Hamilton  
NO. OF STORIES 5 1st cellular Bread  
Floor covered \_\_\_\_\_ Girds made of \_\_\_\_\_ steel \_\_\_\_\_ Principal material used \_\_\_\_\_

Pressure Regulators (on boilers of Working Press Machines, Steamrollers, etc.)	Other Safe Machinery, etc.	In the neighborhood	Total No. employed	Capable of job's work as it is on this shop
Makes all its own		4		60
Makes all its own				
Makes all its own				
Number of pieces or sets				
Produces all its own				
Total		4		X X X X
Children under 14 years				
Children between 14 years and 18 years				
Longest number of employ- ees on any one day in past month				
No. on Ground on February 17, 1918				

MACHINERY none  
(a) Separately designed Properly guarded—other machinery guarded Bolt cutters—Leaves pulleys—portable Caps, gears, belts, shafting, on conveyors—properly guarded

BOILERS none  
Inspected every 6 months Date of last inspection \_\_\_\_\_ Certificate filed \_\_\_\_\_ Proper gauges—steam, water—safety valves \_\_\_\_\_

ACCIDENTS none  
Not Occurred since previous inspection Properly reported \_\_\_\_\_

CHILDREN none  
(a) Kept away properly kept—(2) All over, blind—(3) No training—(4) No instruction  
(5) Working over 6 hours daily—(6) Working between 6 a. m.—after 9 p. m.—(7) Operating dangerous machinery  
(8) Under 14 years of age—(9) No. of children apparently under 14 years

WOMEN AND MALE MINORS none  
(Under 14) (1) None for domestic—Secretary—see paragraph—(2) Daily work  
(3) Less day of work shorter—hours—(4) Change in schedule—provisions secured—accident of overeating kept  
(5) Work between 6 a. m.—after 9 p. m.—(6) Female under 18 or minors claiming children to be taken

MEAL TIME 60 none  
No. of children on room—Food given—entirely—(3) No. of minors for lunch room

WAGES \_\_\_\_\_ L.A.W. \_\_\_\_\_  
(a) Cash, checks, orders—(2) How often paid—Days laid back (3) Paid in every workweek

State Department of Labor—Bureau of Inspection of Factories—1918

**FACE OF CARD.**

BUILDING	<i>Good Doors</i>	<i>not net not</i>	STAIRS	<i>2 x 4</i>	<i>No - In - out - Handrail</i>
Jail Stairs Back Frame Signal	(1) Open or in locked bolted-lastered				
WATER CLOSETS			<i>Hir 60</i>		
Substantial lavatory	(112) No. in cellar-workrooms-bakeroom-hall-yard-Repair-Clean-(18) s.p. for sexes				
Rather 4 to males-females	(113) Screened-ventilated				
WASH ROOMS	(114) Properly constructed-obstruct-free opening space-over air escaping				
PLUMBING-DRAINAGE	(115) Provided-wash-sink-running water-easily facilities-necessary-properly separated from workroom-bakeroom				
WORKROOM-BAKEROOM-FLOOR	(116) Cement-tile-brick-wood-naturalized with oil				
CEILING					
WALLS	(117) Plaster-wood-stained W.-painting-repair				
FURNITURE-UTENSILS					
WOODWORK	(118) Clean-needs painting				
CLEAN-PORTABLE					
CLEAN-DRY-AIRY					
Cleaning animals permitted to remain in bakery or storage room					
VENTILATION	(119) Proper-conducted-air shafts-windows-pipes over oven door-fire pit				
SLEEPING PLACES	(120) In bakeries-dormitory-on floor where products are manufactured or stored-inspected-cleanliness				
GENERAL	(121) Receptacles for coal-sawes-refuse				
ORDERED	Remove water closet from bake room = Repair floor in Bake room.				
	Repair plumbing under sink = White wash walls & ceiling of				
	bake room & paint wood work = Keep dogs out of bake room =				
	Thoroughly clean sleeping rooms, rear of storage rooms. = Increase				
	height of bake room to 8 feet = Provide receptacle for refuse.				
EXAMINED BY	D. N. B.	DATE	A. M. Hill		
NOTICE SENT	1-9-06	Date	Deputy Inspector		

BACK OF CARD.

## GROUP II—PLATE III.

NAME B. B. Trainer C. L. INSP. No. 672

Street Broadway No. 290 City or Village New York County N. Y.

On this date I inspected the establishment above mentioned and found working therein, in violation of law, the following named children who are admittedly under 16 years of age. Employment certificates had not been filed with the employer. A statement admitting this specific violation has been properly executed on the back of this card. These children were dismissed from employment in my presence.

NAME OF CHILD (in full)	HOME ADDRESS	DATE OF BIRTH	WORK ENGAGED IN
<u>Isider Liehmann</u>	<u>298 Market</u>	<u>Nov. 16, 1890</u>	<u>Polishing</u>
<u>Matie Codomo</u>	<u>316 McDougal</u>	<u>Mar. 7, 1890</u>	<u>Assembling</u>

State Department of Labor—Report of violations of Child Labor Law—1905-06  
R. M. Hill Jan 4 06  
 Deputy Factory Inspector Date (even)

FACE OF CARD.

TO THE DEPARTMENT OF LABOR  
 BUREAU OF FACTORY INSPECTION  
 STATE OF NEW YORK

N. Y. Jan 4 1906

Gentlemen:—

We hereby acknowledge that the two children whose names are set forth on the face of this card, were on the 4<sup>th</sup> day of Jan, 1906, employed in our factory at 290 Broadway without proper certificates and in violation of law. They have been discharged; and we will see to it that no further violation of law occurs in our said factory.

The said violation was entirely unintentional and arose as follows:

Both children told us they were over 16 years of age,  
and this appearance corroborated their statements.

ADDRESS 290 Broadway BY B. B. Trainer (Print Name)  
S. May 1906 Supl

BACK OF CARD.

## REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.59

## GROUP II—PLATE IV.

INS. Dunn & Rice S. R. INSP. NO. 1006

Street Rutgers No. 216 City or Village New York County N. Y.

CHILDREN ALLEGED TO BE OVER 16 BUT APPARENTLY UNDER 16, EMPLOYED WITHOUT CERTIFICATE

NAME (in full)	HOME ADDRESS	PLACE OF BIRTH	ALLEGED DATE OF BIRTH
<u>Minnie Stern</u>	<u>722 Monroe</u>	<u>New York City</u>	<u>Dec. 16, '89</u>
<u>Sisters Amoscati</u>	<u>159 James</u>	<u>Italy</u>	<u>June 1889</u>

NOTICE MAILED ON Jan. 8 1906 BY R. M. Hill

TIME OF MAILING 9.20 A. M. PLACE N. S. Mail box, Cor 4th Ave & 14th St. N. Y.

EVIDENCE RECEIVED Jan. 12-06 EXAMINED BY E. M. W.

REMARKS R. M. Hill 1-4-06

DEPUTY FACTORY INSPECTOR

DATE

STATE DEPARTMENT OF LABOR—REPORT OF CHILDREN APPARENTLY UNDER 16—1905—M

## GROUP II—PLATE V.

INS. Brown Conf. Co REF. No. 760

STREET Allen NO. 220 CITY OR VILLAGE New York COUNTY N. Y.

GOODS MANUFACTURED Confectionery ☒ Factory Bakery ☐ P. Shop ☐ M. Shop ☐ Tannery ☐ House M. G.

SUBJECT Child labor

REFERRED TO DEPUTY INSPECTOR R. M. Hill DATE 1-3-06

INVESTIGATED 1-4-06 213 ☒ Inspection No. Violation Found—Not Found

DETAILED REPORT

I found Giuseppina Calogno of 421 Mulberry st. working in this factory. She claims to have a certificate, but it was left with her last employer. She is charged & excuse herewith. No other violations

All statements on this card are correct

R. M. Hill  
Deputy Inspector.

State Department of Labor—Bureau of Investigation of Complaints—1905—M.



## GROUP II—PLATE VI.

BLOCK NO. <i>1346</i>	BOROUGH OF <i>Manhattan</i>	1906
NO. OF FACTORIES INSPECTED (To include factories, laundries, confectioneries, and front licensed shops.)		<i>23</i>
" " BAKERIES "		<i>4</i>
" " TENEMENTS " (Licensed)		<i>17</i>
" " " " (Unlicensed, on applications)		<i>14</i>
" " " " ( " no " )		<i>1</i>
" " " " unlicensed, observed, no work found, not inspected:—		X X
" " FRONT SHOPS INSPECTED (Unlicensed)		
" " REAR " " (Licensed)		<i>4</i>
" " " " " (Unlicensed, on applications)		<i>1</i>
" " " " " ( " no " )		
Total inspections		<i>64</i>

INSPECTION BEGUN: *Jan. 4* 1906" COMPLETED *Jan. 26* 1906*R.M. Hill*  
Deputy Factory Inspector*1-26-06*  
Date

STATE DEPT. OF LABOR—BLOCK RECORD—J.M.

9728

FACE OF CARD.

LOCATIONS OF FACTORIES UNINSPECTED: *642, 651 Third Ave*

LOCATIONS OF BAKERIES UNINSPECTED

LOCATION OF VIOLATIONS AND ORDERS NOT COMPLIED WITH, PENDING—

" FACTORIES, *638 Third Ave.* *201 E. 42.*  
(important violations only)

" BAKERIES.

" TENEMENTS.

BACK OF CARD.

## GROUP II—GENERAL FACTORY INSPECTION RECORDS, ETC.

This group, while consisting of a small number of cards, is of much greater relative importance than Group I for it represents the work for which our Bureau was primarily created. The provisions of law relating to this subject are so varied and extensive that the problem of providing for a complete report of the inspection of a large manufacturing establishment on a card measuring five by eight inches was not an easy one; however, this was substantially accomplished; an examination of Plates I and II will show this quite clearly.

Plate I is known in the Bureau as the F. I. card. This card is used to report the regular or periodic inspection of all factories, mills and shops not otherwise provided for in our scheme. It will be seen that the business organization of each concern is fully reported upon, and the names and address of responsible parties properly furnished. The correctness of this part of the record is all-important. If an error is made in spelling a name or in an address, and notices are written and served therefrom, such errors would invalidate the whole proceedings and new notices would have to be written and served.

The facts to be reported on these cards are indicated in the same manner and by the same method as employed to mark the cards in Group I. Check marks are affirmative while the negative is indicated by "no" or "not."

Every provision contained in the Labor Law, relating to factories, is covered in our F. I. card. The figures in parenthesis, which appear in the body of the card, denote the section of the law which covers the subject immediately following; they were included for the convenience and guidance of our inspectors, and by this method it is practically impossible for an inspector to overlook illegal conditions when analyzing his report preparatory to writing "orders." It will be seen that we have had to abbreviate many words in the printed matter on this card and in order to fully understand the card, it will be necessary to study it in connection with the full text of the law; if this is done the interpretation becomes a simple proposition. A study of the inspector's analysis of the report, contained in the "orders" on the back of the card, will also prove invaluable as a means to understand the system. The first order relates to the register of children under sixteen years of age, provided for in Section 76. In the report we find the inspector wrote the word "not" over

the word "properly"; this means that a register was kept, but not in accordance with the law, hence, not *properly* kept. The form of the order shows in what respect the register was defective, it did not contain the address of the children recorded therein. If no register of any description was kept the word "not" would appear over the word "kept." The next order is to discharge four children employed without certificates, two of whom were over and two under fourteen years of age. In the report the inspector states that but two certificates are missing, while four children were ordered to be dismissed. This, however, was correct, for two of the four could not secure certificates, being under age. Then follows an order to "cease employing children under 16 over 9 hours daily." The inspector by means of a check over "working" on the face of the report shows that the nine-hour law for children under sixteen years was being violated. The next order is issued under the provisions of Section 93 which prohibits the employment of females on certain kinds of grinding or polishing wheels. On the face of the card we find a check over two abbreviated terms, "Oper." (ate) and "buff." (ing). Following up the inspector's report we find that wages are paid bi-monthly, in checks, therefore an order must issue in accordance with sections 9 and 10 to pay in cash, weekly. The factory is equipped with two freight elevators of medium speed; the car is apparently safe; the elevator well is enclosed and properly guarded, having doors and chains across the openings, all properly fastened. Machinery is not specially dangerous; all properly equipped with belt shifters and loose pulleys; but some gears and set screws which were not properly guarded were discovered—note the check over "gear" and "set screw" and the word "not" written over "guarded." The word "guarded" at end of the line covering "MACHINERY" relates to all subjects specified on said line, beginning with "Vats." If everything mentioned thereon was regarded by the inspector as being properly guarded, he would merely have placed one check over the word "guarded," while if the reverse was the case, he would, as in this particular instance, write the negative over "guarded," and indicate the defective points by placing checks over the proper terms. The fact that "gears" and "set screws" were not properly guarded required that an order should issue directing a compliance with the law; we find such an order on the back of the card. This concern has installed an exhaust fan to remove dust from its polishing and buffing room but the system is not "in good repair"

nor is it "continuously" used, hence the order which is found on the card. Three accidents occurred in the plant since the date of previous inspection, one of which had not been properly reported in accordance with Section 87 of the Labor Law, order is therefore given to file report of such accident, the date of which is specified. Workrooms are properly lighted by electricity, but halls and stairways have not been provided with any means of lighting and are dark, therefore, the order to "provide and maintain lights in all halls and stairways" is given. We find that ten (10) water closets have been provided for the employees; they are situated in the halls, of modern type, in good repair and kept clean, properly lighted and designated for separate use by each sex. The ratio of persons of each sex to each closet provided for their use is, however, excessive, and although we have no statutory declaration covering this point, the Commissioner of Labor, upon the suggestion of the First Deputy Commissioner, promulgated an administrative order or ruling that the number of water closets to be provided for the use of factory employees should be according to the following graded ratio:

**For Females:**

Where 100 or less are employed, 1 closet for 25 persons.

100 to 200 employed, 1 closet for 30 persons.

200 to 1,000 employed, 1 closet for 40 persons.

For 1,000 or over employed, 1 closet for 50 persons.

**For Males:**

100 or less employed, 1 closet for 25 persons.

100 to 500 employed, 1 closet for 40 persons.

500 or over employed, 1 closet for 50 persons.

In calculating the number of closets required, any odd number of persons, less than is specified above, if equal to 20% of these figures, is to be reckoned as full quota.

It will be seen that the ratio of persons using the closets in the plant supposed to be reported upon on Plate I is considerably above our requirements, hence the order to provide additional water closets which appears on the back of card. The only other defect noted is the absence of washrooms. The inspector deems it necessary to order the proprietor to provide such accommodations.

These cards are to be signed and dated by the deputy inspectors and forwarded each day to the Bureau office where they are examined by a properly qualified officer. If errors are then discovered the cards are returned to the deputy to be corrected.

When found correct and in a satisfactory condition, they are endorsed and dated by the Bureau examiner who then passes them to the clerk who prepares notices to be sent to those who are held liable for the infractions of the law noted on each card.

The notices which are sent to manufacturers and owners of factory buildings are written on blanks of the same size (5x8 in.) as the cards used by the Bureau. Two carbon copies of all such orders are made, one on a white card for preservation in the files of the Bureau, the other on a sheet which is subsequently sent to the deputy inspector, who, at a later date, revisits the factory to investigate compliance with the orders issued. The inspector's report on this visit of investigation is made upon the sheet containing copy of the orders issued. If compliance is established the facts are noted and sheet is returned to this office and credit for such obedience to the law is entered on the Bureau record. If the report shows that nothing has been done, the inspector recommends one of three things: that a final notice be served on the party, or an extension of time be granted, or, that compliance be waived; in case the latter course be recommended the inspector must briefly state his reasons for the same. When final notices are issued or extensions granted, copies of such communications are sent to the deputies to be followed up and reported upon at the expiration of the time limit; if their reports thereon indicate that nothing has been done toward remedying the conditions, they are instructed to prosecute the offenders. The process herein described is followed in respect to all orders issued against factories, shops, mills, bakeries, laundries and mines.

Plate II, card B, is the form upon which the inspection of a bakery is reported. This card differs from the F. I. card only in respect to the elimination of reference to certain provisions of the Labor Law which are inapplicable to bakeries and the inclusion therein of special subjects contained in Article VIII of said law. Any further explanation of this card would be superfluous except to call attention to the reference on its face to the non-employment of children, women and male minors. In view of the fact that the statistical information does not contain anything to indicate that children, women or male minors are employed, why is it necessary to write the word "none" after the words "children" and "minors"? It is necessary because blank spaces are meaningless. If both the spaces in the table of employees and the lines on which information in regard to

children and women is given are left blank, our office force has no definite knowledge nor assurance that the inspector has not overlooked the subject; but if one is blank and the other contains a positive declaration that "none" are employed, we know that nothing has been omitted.

Another card is used to report the inspection of laundries. In form it resembles the F. I. card but it is distinguished therefrom by its color and "L" is substituted for F. I. In addition to the general subjects covered on the F. I. card the "L." card contains reference to Section 92. We have not reproduced this card because of its similarity to the other form and also because of its relative unimportance in connection with our work.

*Plate III.* This card is known in the Bureau as the C. L. card. It needs but little explanation. It is a special report which must be submitted by each inspector when, in the course of official duty, a case of illegal child labor is discovered. It is the duty of the inspectors to always carry a supply of these cards with them on their tours, whether of regular inspection or special work. They are to be used not only in connection with regular or periodic inspections but also wholly independent thereof. The inspector must fill out the face of the card; if the manufacturer offers a reasonable excuse for the violation of law and promises that such violation will not be repeated, he is permitted to execute the excuse, such as appears in this plate, on back of card. An employer is permitted to execute but one excuse. Our policy is to order prosecution for every second and subsequent offense, unless some exceptional and particularly strong reason be urged why a second chance be given, or, unless there exists some good and sufficient departmental reason for not undertaking such prosecution, such as inability to secure proper evidence to sustain our contention before a court of justice, or, that the offense is purely technical even though inexcusable. If an excuse be not executed by the manufacturer the inspector strikes from the face of the card the reference to statement on the back thereof. Likewise, where a prosecution is to be undertaken, and the children are not dismissed, reference to their dismissal must be stricken from the face of the card.

The great advantage of this method of recording illegal child labor consists of the availability of these cards as an independent record, facilitating an examination of the problem by localities; furthermore, it furnishes an absolutely reliable record, giving the name and address of each child so employed, together with its

age and character of employment when discovered by the inspector. Furthermore, if an inspector is taken out of one district and placed elsewhere, these cards afford the means of communicating to each such inspector, the names and addresses of concerns in his new assignment, which by the previous inspector had been found violating the law and had been properly warned. We are confident that the value of this system will be fully demonstrated during 1906.

*Plate IV.* This is a reproduction of a card used in connection with the administration of a portion of section 76, under which we require manufacturers to furnish evidence of the age of children who are alleged to be over sixteen years of age, but who appear to be under the age. This card is always filed as a supplement to a regular or special inspection and is known as an "S. R." card. When one of these cards is received a notice is prepared (See page 26 of this report) and is sent, together with the S. R. card to the deputy inspector who reported the case; the inspector examines the notice then seals it and places it in a mail box, entering in the proper spaces at the bottom of the card the date, the hour, and the place of mailing, also signs his name to show by whom mailed. The card is then returned to the Bureau office. The foregoing method was adopted in order to enable the inspector to prove service of notice if, later on, it became necessary to undertake legal proceedings against the employer for failure to observe the requirements of the law.

When the "evidence" called for in our notices is received such evidence is examined by a clerk authorized to do so. The date of such receipt and examination must be entered in the proper spaces by the examiner and if evidence is satisfactory no further entry is made; if unsatisfactory, such fact must be noted under "Remarks" and the employer notified to comply strictly with the terms of notice or suffer the consequences. The inspectors are advised from time to time of those who have failed to respond to our notice or have failed to file proper "evidence," and they are required to revisit such establishments and report thereon.

*Plate V.* Card "C." is for the purpose of reporting briefly on formal complaints filed in the Bureau. The first two lines and the fourth and fifth lines are filled out by a clerk in the office, also, the reference number in upper right corner is entered by the same clerk. The inspector fills out the remainder of the card, showing the nature of the business conducted, checking on same line the proper term to indicate the character of the building,

etc.; the date of investigation is given and the result shown by a check either over "violation found" or "not found." If an inspection is necessary in order that notices be written to insure abatement of illegal conditions, the number of such inspection is placed in proper places; if none be made, the words "none made" are written over "Inspection No." Under "detailed report" a brief statement of the facts in the case is given.

These cards are kept in a separate file and are conveniently arranged for reference.

In connection with the inspection records described in Group II another card is used known in the Bureau as the "F. E." card. When a fire-escape is necessary the inspector files an F. E. card with his inspection card. A description or diagram of the building showing its proper street location, etc., is given on the F. E. card, and the proper location of the proposed fire-escape to be erected on the building is indicated thereon.

The inspections of mines and quarries are also to be reported on cards, the same general scheme to be followed in regard to marking all such cards.

#### INSPECTION DISTRICTS.

In taking up the question of dividing our territory into inspection districts it was realized that permanent lines could not be established. The growth of industry, and the increase in our duties and responsibilities, arising from special enactments and amendments to our laws, make a re-adjustment at frequent intervals an absolute necessity. The re-arrangement undertaken during the latter part of 1905 had reference only to the work to be performed in 1906 but was, nevertheless, an essential duty to be performed beforehand, in order that the services be uninterrupted.

The Boroughs of Manhattan, Bronx and part of Brooklyn were divided into 21 districts; eighteen of these districts were duly assigned to deputy inspectors while three were unassigned owing to the inadequacy of our field force. The remainder of the State was divided into seventeen districts which were assigned to deputy inspectors. An effort is to be made to cover the field and to enforce the law. For the Borough of Manhattan, where our work is exceedingly heavy, we have adopted a method of recording the general character of work performed by blocks, taking the land map of the island of Manhattan as our guide. Plate VI of Group II printed herewith will show the scheme.



The purpose of this record is to enable us, after the field has been fully covered, to arrange for a more equal division of the territory, according to the amount of work to be performed, rather than according to the area to be covered.

In conclusion, I wish to bear testimony to the general efficiency and loyalty of our force, both in the field and in the Bureau offices.

Respectfully submitted,

(Signed)

JOHN WILLIAMS,  
*First Deputy Commissioner.*

# **ASSIGNMENTS OF WORK TO DEPUTY FACTORY INSPECTORS.**

## **FIELD WORK: FACTORIES AND BAKERIES.**

### *Counties.*

### *Inspectors.*

New York and Kings (Boroughs of Manhattan, The Bronx and Brooklyn, New York City).....	Messrs. Arnold and Ash, Miss Bannont†, Miss Brown†, Messrs. Brody†, Daviet and Donald†, Miss Flinn†, Messrs. Flanagan† and Ford†, Miss Foster†, Mrs. Gourliet, Mrs. Greene, Messrs. Halberstadt†, Hanlon†, Harmon, Horn† and Ireland, Miss Kane, Messrs. Kinney, Lessels and Lownsberry, Mrs. Naglet, Messrs. Nash, Neely†, O'Rourke and Owen, Miss Reilly, Messrs. Roberts, Schnur, Sliter, Stewart, Sullivan, Tibbs, Walling† and Yard.
	Mr. Owen and Miss Reilly.
Albany.....	Mr. Kinney.
Allegany.....	Mr. Nash.
Broome.....	Mr. Yard.
Cattaraugus.....	Mr. Ireland.
Cayuga.....	Mr. Kinney.
Chautauqua.....	Mr. Sliter.
Chemung.....	Mr. Arnold.
Chenango.....	Mr. Owen.
Clinton.....	Mr. Lessels.
Columbia.....	Mr. Ireland.
Cortland.....	Mr. Nash.
Delaware.....	Mr. Ash.
Dutchess.....	Mrs. Greene, Messrs. Ireland, Kinney and Schnur.
Erie.....	Mr. Owen.
Essex.....	Mr. Nash.
Franklin.....	Mr. O'Rourke.
Fulton.....	Mr. Schnur.
Genesee.....	Mrs. Greene.
Greene.....	(Not inspected).
Hamilton.....	Mr. O'Rourke.
Herkimer.....	Mr. Nash.
Jefferson.....	
Kings (see New York and Kings above).	
Lewis.....	Miss Reilly.
Livingston.....	Mr. Conde.
Madison.....	Messrs. Arnold and O'Rourke.
Monroe.....	Miss Kane and Mr. Sullivan.
Montgomery.....	Mr. Harmon.
Nassau.....	Mr. Havens.
New York (see New York and Kings above).	
Niagara.....	Messrs. Ireland and Schnur.
Oneida.....	Messrs. Arnold and Lownsberry.

†Permanently assigned to New York and Kings, assignments of others to those counties being for a portion of the year only.

<i>Counties.</i>	<i>Inspectors.</i>
Onondaga.....	Mr. Arnold.
Ontario.....	Mr. Roberts.
Orange.....	Mr. Tibbs.
Orleans.....	Mr. Harmon.
Oswego.....	Messrs. Arnold and Pettit.
Otsego.....	Mr. Arnold.
Putnam.....	Mr. Ash.
Queens (Queens Borough, New York City).....	Messrs. Havens and Tibbs.
Rensselaer.....	Messrs. Harmon, Lessels and Owen.
Richmond (Richmond Borough, New York City).....	Mr. Flanagan.
Rockland.....	Mr. Tibbs.
St. Lawrence.....	Messrs. Lessels and Nash.
Saratoga.....	Mr. Owen.
Schenectady.....	Mr. Owen.
Schoharie.....	Miss Reilly.
Schuyler.....	Mr. Sliter.
Seneca.....	Mr. Ireland.
Steuben.....	Mr. Sliter.
Suffolk.....	Mr. Havens.
Sullivan.....	Mr. Tibbs.
Tioga.....	Messrs. Nash and Sliter.
Tompkins.....	Mr. Ireland.
Ulster.....	Miss Reilly.
Warren.....	Mr. Owen.
Washington.....	Mr. Lessels.
Wayne.....	Mr. Harmon.
Westchester.....	Mr. Ash.
Wyoming.....	Mr. Conde.
Yates.....	Mr. Roberts.

**FIELD WORK: MINES AND QUARRIES.**

All counties.....Deputy Mine Inspector Gilmore

**OFFICE WORK.**

Albany.....Messrs. Blanchard\* and Gilmore, Mrs. Greene, Messrs.  
Lessels, Nash and Owen, and Miss Reilly.  
New York City.....Miss Bannon and Mrs. Gourlie.

\*Permanently assigned to office work, office assignments of others being for only a portion of the time.

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## APPENDIX

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### STATISTICAL TABLES

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#### NOTE.

The text of the Factory Law, which has hitherto followed the Report proper, is omitted this year because it is contained in the report of the Commissioner of Labor (pages 87-102), already published as part I of the Department's report for 1905.

TABLE I.—MONTHLY SUMMARY OF WORK

	FISCAL YEAR, OCTOBER 1, 1904.					
	Oct.	Nov.	Dec.	Jan.	Feb.	March.
<b>Factories, shops, etc.:</b>						
Factories inspected.....	2,120	2,740	2,583	1,138	1,382	2,044
Tenement shops (front).....	49	6			23	17
Tenement shops (rear).....	168	62	2	6	5	3
Bake shops.....	180	326	290	115	173	253
Quarries and mines.....						
Total.....	2,517	3,134	2,875	1,259	1,583	3,217
<b>Applications for licenses (tenement)*:</b>						
Shops.....	(50) 105	(11) 38	(48) 78	(41) 74	(116) 1,300	(29) 75
Tenements.....	(54) 1,017	(262) 4,125	(385) 3,929	(218) 2,329	(279) 2,960	(392) 4,641
Shops re-investigated.....		(7) 117	(3) 10	(3) 18	(2) 7	(11) 88
Dwellings re-investigated.....		(5) 87	(30) 478	(64) 1,158	(37) 661	(74) 1,187
Licensed and unlicensed apartments inspected.....	(11) 11	(25) 241	(29) 370	(430) 5,836	(385) 6,533	(63) 955
Total tenement work.....	(115) 1,133	(310) 4,608	(495) 4,865	(756) 9,415	(819) 11,461	(569) 6,946
<b>Investigation of—</b>						
Complaints.....	79	99	44	82	74	116
Compliances.....	1,070	689	697	826	740	1,045
Accidents.....	3	4	3	6	3	3
Total investigations.....	1,152	792	744	914	817	1,164
<b>Appointments on account of prosecutions.....</b>			2	14	74	55
<b>Tagging goods (times).....</b>				141	4	4
<b>Factories and shops visited and found closed.....</b>	273	282	345	150	185	308

\* The figures in parenthesis relate to buildings, as contrasted with apartments.

## OF DEPUTY FACTORY INSPECTORS.

TO SEPTEMBER 30, 1905.

April.	May.	June.	July.	Aug.	Sep.	Total	TOTAL 1904.
1,272	811	2,256	3,845	3,920	5,083	30,094	27,568
79	150	208	36	9	23	600	3,174
82	67	176	7	3	5	586	1,152
58	62	115	308	497	615	2,992	3,227
4	22	30	29	30	22	(137)	118
1,495	1,112	2,785	4,225	4,459	5,748	34,409	35,239
(23) 44	(26) 78	(53) 109	(104) 121	(89) 115	(65) 104	(655) 2,241	} 10,584
(200) 2,537	(243) 3,427	(413) 6,572	(331) 3,709	(239) 2,448	(234) 2,402	(3,250) 40,096	
(7) 87	(6) 15	(2) 6	(2) 6	(2) 15	(3) 14	(48) 383	} 1,570
(35) 669	(67) 1,047	(103) 2,197	(55) 955	(46) 781	(43) 836	(559) 10,056	
(996) 15,752	(2,324) 32,103	(2,901) 28,453	(62) 821	(149) 1,938	(50) 584	(7,425) 93,597	15,755
(1,261) 19,069	(2,666) 36,670	(3,472) 37,337	(564) 5,612	(525) 5,297	(895) 3,940	(11,937) 146,373	27,909
78	47	58	88	71	72	908	1,064
705	892	884	551	513	399	8,981	9,979
3	4	1	23	9	10	72	108
786	943	943	662	593	451	9,961	11,171
27	19	5	11	1	16	224	126
6	8	22	27	55	9	276	47
99	93	228	453	561	598	3,575	14,728

which until October 1, 1904, constituted the basis of tenement inspection statistics.

TABLE II.—STATISTICS OF FACTORIES

COUNTY.	Establishments closed, burned, removed, etc.	Factories Inspected.			Number owners at work.	LARGEST FLOT Office force.
		Once.	More than once.	Total number.		
Albany.....	76	814	10	824	552	953
Allegany.....	27	137	4	141	143	72
Broome.....	20	177	1	178	195	306
Cattaraugus.....	14	144	52	196	95	141
Cayuga.....	13	167	.....	166	83	281
Chautauqua.....	68	388	2	390	517	559
Chemung.....	29	145	5	150	66	232
Chenango.....	9	79	.....	79	52	80
Clinton.....	24	132	.....	132	82	92
Columbia.....	20	106	1	107	39	83
Cortland.....	12	102	.....	102	47	120
Delaware.....	11	52	.....	52	50	126
Dutchess.....	18	190	.....	190	52	206
Erie.....	108	1,892	48	1,440	773	2,905
Essex.....	10	65	.....	65	40	65
Franklin.....	26	101	1	102	80	88
Fulton.....	25	312	3	315	58	75
Genesee.....	1	14	.....	14	7	31
Greene.....	9	67	.....	67	50	35
Hamilton.....	.....	.....	.....	.....	.....	.....
Herkimer.....	19	187	3	190	65	247
Jefferson.....	89	197	25	222	232	192
Kings*.....	137	2,946	88	3,034	2,023	1,964
Lewis.....	16	63	.....	63	47	2
Livingston.....	5	108	.....	108	99	45
Madison.....	10	94	1	95	31	63
Monroe.....	48	1,132	70	1,202	676	2,990
Montgomery.....	9	178	11	189	76	193
Nassau.....	27	111	3	114	73	44
New York*.....	1,674	17,116	719	17,833	11,633	24,118
Niagara.....	1	57	2	59	51	96
Oneida.....	18	283	18	221	66	350
Onondaga.....	32	388	19	407	352	1,251
Ontario.....	24	126	5	131	138	117
Orange.....	15	194	.....	194	81	290
Orleans.....	8	64	.....	64	18	62
Oswego.....	55	147	20	167	162	169
Otsego.....	14	63	.....	63	51	71
Putnam.....	1	27	.....	27	12	15
Queens*.....	29	403	2	405	213	611
Rensselaer.....	98	534	22	556	237	688
Richmond*.....	12	177	.....	177	69	308
Rockland.....	7	105	.....	105	57	85
St. Lawrence.....	21	167	2	169	118	116
Saratoga.....	28	240	1	241	145	268
Schenectady.....	4	171	.....	171	130	486
Schoharie.....	10	55	.....	55	46	12
Schuyler.....	14	37	.....	37	27	16
Seneca.....	15	74	.....	74	31	80
Steuben.....	68	208	2	210	121	196
Suffolk.....	48	226	3	229	184	104
Sullivan.....	.....	30	.....	30	26	3
Tioga.....	8	63	.....	63	60	46
Tompkins.....	13	181	1	182	46	120
Ulster.....	16	194	.....	194	124	109
Warren.....	13	121	1	122	73	135
Washington.....	21	110	.....	110	52	143
Wayne.....	13	134	.....	134	74	84
Westchester.....	11	411	4	415	193	639
Wyoming.....	4	67	.....	67	59	51
Yates.....	21	52	19	71	62	13
Total.....	3,196	31,745	1,168	32,912	21,004	42,848
New York City*..	1,852	20,642	809	21,451	13,938	26,996

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905. II.75

## INSPECTED IN EACH COUNTY.

NUMBER OF EM- PLEES IN THE YEAR.		NUMBER OF WORKERS EMPLOYED IN—				ORDERS.	
Shop forces.	Total.	Small shops (under 20 em- ployees).	Middle sized shops (20-199).	Large shops (200 or more).	Total.	Total number issued.	Establish- ments notified.
25,747	26,700	3,126	8,646	12,547	24,319	605	360
1,722	1,794	485	784	240	1,509	180	99
9,304	9,670	700	4,188	4,258	9,146	305	113
5,518	5,659	665	2,493	1,411	4,559	191	98
8,167	8,448	566	1,572	5,291	7,429	178	72
12,827	14,386	1,500	5,518	5,666	12,684	486	260
6,078	6,300	580	2,480	2,005	5,065	82	52
1,833	1,913	249	1,237	236	1,722	78	39
2,247	2,339	423	1,686	.....	2,109	191	97
4,967	5,050	335	1,358	3,018	4,711	93	51
3,572	3,692	327	1,568	1,037	2,932	125	59
1,106	1,126	273	326	484	1,083	110	41
8,452	8,578	691	3,471	3,652	7,814	144	77
54,302	57,207	5,750	21,615	22,289	49,654	1,213	601
1,356	1,421	194	820	309	1,323	58	33
2,301	2,339	281	1,573	320	2,174	292	85
9,924	9,999	1,308	6,075	1,836	9,219	135	81
422	453	81	329	.....	1,601	24	13
1,807	1,842	189	1,259	213	1,661	31	21
9,249	9,496	657	3,253	4,981	8,891	181	74
7,475	7,667	867	3,623	2,317	6,807	730	176
85,950	87,914	12,103	33,803	29,839	75,745	3,757	1,830
1,010	1,012	270	652	.....	922	46	25
1,520	1,565	298	1,005	.....	1,303	136	75
2,876	2,939	373	1,480	749	2,602	100	38
43,144	46,134	6,012	19,889	14,041	39,942	811	479
12,664	12,857	554	4,080	6,817	11,451	245	121
2,013	2,057	497	568	553	1,618	188	83
430,621	454,739	81,570	197,729	81,586	360,885	27,798	11,463
1,940	2,036	201	665	998	1,864	36	15
19,726	20,076	738	6,513	10,974	18,225	238	109
22,487	23,738	1,861	9,090	10,846	21,797	670	267
3,617	3,734	427	1,627	936	2,990	182	92
11,805	11,595	623	4,621	5,559	10,803	123	68
2,062	2,124	220	891	513	1,624	79	49
8,086	8,255	549	2,571	4,299	7,419	270	108
1,935	2,006	263	840	752	1,855	71	35
1,385	1,400	61	433	773	1,267	46	18
20,671	21,282	1,551	5,619	11,890	19,060	642	324
28,159	28,847	1,801	6,232	15,806	23,839	419	244
8,611	8,914	518	2,720	3,540	6,778	285	127
6,188	6,278	234	3,778	1,634	5,646	75	49
5,016	5,132	787	1,940	1,952	4,679	428	125
7,590	7,858	983	3,238	3,201	7,372	213	117
13,698	14,184	661	951	9,241	10,853	77	39
508	520	163	263	.....	426	29	24
708	734	139	420	.....	559	39	26
2,635	2,715	245	1,135	1,180	2,560	48	27
6,921	7,116	824	1,898	2,830	5,552	213	126
3,814	3,418	729	1,076	792	2,597	340	217
216	218	150	55	.....	205	14	11
973	1,019	226	733	.....	959	92	42
2,202	2,322	740	1,174	.....	1,914	118	68
8,368	8,477	675	3,820	2,545	7,040	206	120
3,652	4,087	522	1,533	1,383	3,438	140	80
4,258	4,400	272	2,067	1,575	3,914	70	48
2,243	2,327	469	990	.....	1,459	151	87
20,267	20,946	1,455	4,003	12,840	18,298	581	262
2,079	2,180	243	650	1,158	2,051	102	51
761	774	285	231	.....	516	126	57
981,095	1,023,943	139,489	404,857	312,912	857,258	44,636	19,648
545,858	572,849	95,742	239,871	126,855	462,468	32,482	13,744



Table II—Concluded.

COUNTY.	NUMBER OF EMPLOYEES						
	ALL CLASSES.			Males under 18 yrs. (S).	Fe- males (S).	BOYS.	
	Total No.	Office.	Shops.			O.	S.
Albany.....	25,255	936	24,319	488	8,165	3	173
Allegany.....	1,580	71	1,509	16	165		6
Broome.....	9,509	363	9,146	135	3,122		37
Cattaraugus.....	4,706	187	4,569	108	348		35
Cayuga.....	7,709	280	7,429	265	1,910		43
Chautauqua.....	13,229	545	12,684	441	2,355	1	137
Chemung.....	5,294	229	5,065	91	1,629		13
Chenango.....	1,802	80	1,722	11	379		1
Clinton.....	2,200	91	2,109	11	452		2
Columbia.....	4,795	84	4,711	153	1,597		56
Cortland.....	3,052	120	2,932	33	510		4
Delaware.....	1,103	20	1,083	18	308		6
Dutchess.....	7,940	126	7,814	245	1,693		115
Erie.....	52,502	2,848	49,654	1,881	7,760	18	414
Essex.....	1,388	65	1,323	5	113		1
Franklin.....	2,212	38	2,174	61	274		23
Fulton.....	9,294	75	9,219	129	2,929		76
Genesee.....	441	31	410	5	7		1
Greene.....	1,696	35	1,661	53	352		18
Hamilton.....							
Herkimer.....	9,138	247	8,891	78	2,227		57
Jefferson.....	6,991	184	6,807	89	575		28
Kings*.....	77,699	1,954	75,745	2,243	22,190	3	423
Lewis.....	924	2	922	22	67		1
Livingston.....	1,348	45	1,303	37	423		12
Madison.....	2,665	63	2,602	55	582		33
Monroe.....	42,922	2,980	39,942	1,156	12,382		330
Montgomery.....	11,634	183	11,451	340	4,845		150
Nassau.....	1,659	41	1,618	43	253		9
New York*.....	384,654	23,769	360,885	5,182	131,433	203	1,501
Niagara.....	1,960	96	1,864	262	370		36
Oneida.....	18,576	351	18,225	608	6,967		172
Onondaga.....	23,045	1,248	21,797	723	4,311		234
Ontario.....	3,106	116	2,990	13	471		5
Orange.....	11,092	289	10,803	292	2,596		90
Orleans.....	1,686	62	1,624	31	363		11
Oswego.....	7,587	168	7,419	239	2,007		92
Otsego.....	1,926	71	1,855	19	451		6
Putnam.....	1,282	15	1,267	33	178		7
Queens*.....	19,648	588	19,060	771	2,621		238
Rensselaer.....	24,513	674	23,839	316	12,222		137
Richmond*.....	7,064	286	6,778	267	914		32
Rockland.....	5,731	85	5,646	205	535		56
St. Lawrence.....	4,795	116	4,679	102	494		26
Saratoga.....	7,638	266	7,372	85	1,840		30
Schenectady.....	11,233	380	10,853	79	1,022		9
Schoharie.....	438	12	426	7	97		1
Schuyler.....	575	16	559		99		
Seneca.....	2,640	80	2,560	30	463		10
Steuben.....	5,747	195	5,552	61	548		15
Suffolk.....	2,699	102	2,597	92	413	1	40
Sullivan.....	207	2	205	6	36		
Tioga.....	1,005	46	959	33	259	1	17
Tompkins.....	2,034	120	1,914	28	294		4
Ulster.....	7,149	109	7,040	312	1,504		128
Warren.....	3,571	133	3,438	56	1,564		29
Washington.....	4,041	127	3,914	121	1,042		7
Wayne.....	1,541	82	1,459	26	383		14
Wechester.....	18,937	639	18,298	725	4,333		122
Wyoming.....	2,102	51	2,051	46	896		12
Yates.....	528	12	516		143		
Total—New York State.....	899,437	42,179	857,258	19,081	258,450	230	5,236
New York City*.....	489,065	26,597	462,468	8,463	157,156	206	2,184

† The abbreviations "O." and "S." signify office and workroom employees, respectively.

‡ Including children discharged for lack of employment certificate.

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905. II.77

## Statistics of Factories Inspected in Each County

AT TIME OF INSPECTION.†										WEEKLY HOURS OF LABOR.			
CHILDREN.										NO. EMPLOYEES (S) WHO WORK			
GIRLS.		Total 14-16 yrs.‡	UNDER 14.		ILLITERATE.		Without certificate ordered discharged.	51 hrs. or less.	52-57 hours.	58-63 hours.	Over 63 hrs.		
O.	S.		O.	S.	O.	S.							
.....	156	332		1			26	2,700	5,178	16,329	112		
.....	3	9					6	11	96	1,874	26		
.....	26	63				1	9	406	2,661	5,967	112		
.....	13	48					12	261	860	3,365	83		
.....	29	77					7	94	369	6,935	31		
.....	123	261		7			44	108	6,563	5,971	42		
.....	25	43						314	1,479	3,156	116		
.....	4	5						23	102	1,428	169		
.....	1	3					3	127	219	1,274	489		
.....	59	115		2		1	1	632	102	3,568	409		
.....	1	5		2			1	21	38	2,862	11		
.....	8	14		1			1	6	31	886	160		
.....	1	62		2			20	84	2,971	4,622	137		
.....	1	188		8			203	1,433	15,223	31,985	1,013		
.....	4	6					4	11	39	461	812		
.....	4	27		2		3	17	9	53	1,820	292		
.....	66	142					20	82	322	8,808	7		
.....	1	1					2	67	3	196	144		
.....	17	35		1			5	11	54	1,587	9		
.....	48	105		2			21	183	182	8,144	382		
.....	7	35		3			21	99	354	3,064	3,290		
.....	649	1,075		12			248	4,745	36,852	33,543	605		
.....	1	1					1	11	5	542	364		
.....	4	16						42	280	859	122		
.....	22	55		3			10	262	110	2,202	28		
.....	400	780		11		6	167	1,439	25,736	12,587	180		
.....	194	344		1			10	150	592	10,651	58		
.....	26	35						7	484	920	207		
36	1,833	3,573	1	61	1	29	1,328	46,136	215,738	95,731	3,280		
.....	19	55					8	9	174	1,679	2		
.....	230	402		2			48	150	1,362	16,638	75		
.....	175	409		18			152	656	9,702	11,105	334		
.....	3	8						34	352	2,520	84		
.....	50	140					4	685	4,040	5,835	243		
.....	9	20					9	34	97	1,477	16		
.....	84	176					5	33	1,376	5,314	696		
.....	3	9						125	132	1,496	102		
.....	2	9					5		163	1,085	19		
.....	157	385		16			38	3,199	7,965	7,124	772		
.....	180	267		1			37	752	10,995	11,568	524		
.....	43	75		3			11	357	3,157	3,004	260		
.....	8	64					9	1	3,157	2,857	131		
.....	43	69		1			15	169	381	3,367	762		
.....	27	57					14	530	1,151	4,498	1,193		
.....	4	13					5	266	8,519	2,044	24		
.....		1	1				1	5	59	194	168		
.....								4		547	8		
.....	2	12					1	25	154	2,343	38		
.....	3	18		2			7	192	2,262	3,068	30		
.....	17	58					2	74	663	1,819	41		
.....		18							32	152	21		
.....	1	5					3	76	217	653	13		
.....	183	311		8			4	179	276	1,324	135		
.....	10	39		2			41	87	887	6,051	15		
.....	5	12					19	41	584	2,612	201		
.....	4	18						76	153	2,894	791		
.....	70	193		9		3	1	27	28	1,298	106		
.....	13	25					76	790	11,407	5,440	661		
.....							2	26	58	1,899	68		
.....								13	54	385	64		
38	5,267	10,871	1	181	1	43	2,704	68,089	386,255	382,627	20,287		
36	2,682	5,108	1	92	1	29	1,635	54,437	263,712	139,402	4,917		

TABLE III—STATISTICS OF FACTORIES

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
<b>ALBANY COUNTY.....</b>	<b>76</b>	<b>814</b>	<b>10</b>	<b>552</b>	<b>953</b>	<b>25,747</b>	<b>25,235</b>
Albany (See Table IV).....	59	609	8	431	665	13,229	12,983
Altamont.....	6	6	1	9	12	12	12
Coeymans.....	6	6	1	8	1	311	312
Cohoes.....	11	121	2	78	122	8,406	8,328
Knit goods.....	1	17	1	8	38	3,376	3,287
Cotton goods.....	11	11	1	6	21	3,191	3,212
Iron pipe, etc.....	1	1	1	1	7	610	617
Colonie.....	2	12	1	1	57	1,209	1,258
Green Island.....	1	17	1	7	34	1,171	1,032
Ravena.....	4	4	1	1	2	110	64
Slingerlands.....	2	2	1	1	3	76	79
South Bethlehem.....	1	1	1	1	3	15	18
Voorheesville.....	4	4	1	4	1	59	22
Watervliet.....	8	32	12	12	65	1,149	1,146
Woolen goods.....	1	1	1	1	10	265	271
Collars and cuffs.....	1	1	1	1	7	250	208
Cars.....	1	1	1	1	7	150	157
<b>ALLEGANY COUNTY.....</b>	<b>27</b>	<b>137</b>	<b>4</b>	<b>143</b>	<b>72</b>	<b>1,722</b>	<b>1,580</b>
Alfred.....	3	11	1	8	3	158	146
Almond.....	6	6	1	6	19	19	17
Andover.....	4	11	10	10	4	118	115
Angolica.....	7	7	8	8	5	110	95
Belfast.....	1	11	7	7	2	101	83
Belmont.....	3	10	12	12	15	325	301
Bolivar.....	1	7	4	13	2	52	48
Canaseraga.....	2	6	6	6	1	50	49
Cuba.....	21	21	22	10	205	148	148
Filmore.....	2	7	5	5	23	23	23
Friendship.....	3	10	12	6	134	134	134
Wellsville.....	8	30	34	25	427	420	420
<b>BROOME COUNTY.....</b>	<b>20</b>	<b>177</b>	<b>1</b>	<b>195</b>	<b>366</b>	<b>9,304</b>	<b>9,509</b>
Binghamton.....	18	153	1	168	266	6,108	6,213
Cigars.....	1	28	28	28	2,128	2,145	2,145
Men's clothing.....	9	9	17	18	627	638	638
Printing.....	1	10	1	9	49	298	347
Furniture.....	2	2	2	2	4	360	338
Scales.....	1	2	2	2	28	326	329
Deposit.....	1	8	3	3	9	143	152
Endicott.....	4	4	5	24	829	853	853
Lestershire.....	1	12	19	67	2,224	2,291	2,291
<b>CATTARAUGUS COUNTY.....</b>	<b>14</b>	<b>144</b>	<b>52</b>	<b>95</b>	<b>141</b>	<b>5,518</b>	<b>4,706</b>
Allegany.....	1	1	7	5	5	144	138
Cadiz.....	1	2	1	1	4	4	4
Cattaraugus.....	1	7	4	4	119	107	107
Conewango Valley.....	6	6	1	1	13	12	12
Dayton.....	2	2	1	1	1	39	36
Delevan.....	1	5	1	1	1	11	5
East Randolph.....	3	3	2	2	2	96	97
Ellicottville.....	2	8	7	7	2	96	97

## INSPECTED: BY COUNTIES AND TOWNS.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
936	488	8,165	332	1	.....	2,700	5,178	16,329	112	605	26
648	130	3,915	84	1	.....	2,461	4,330	5,459	85	409	21
1	1	2	1	.....	.....	.....	3	9	.....	17	1
122	249	3,700	205	.....	.....	116	525	7,544	21	117	4
38	46	2,199	41	.....	.....	.....	36	3,213	.....	42	2
21	171	1,344	160	.....	.....	.....	163	3,038	.....	27	.....
7	10	.....	1	.....	.....	.....	.....	610	.....	8	1
57	53	42	6	.....	.....	119	6	1,073	3	7	.....
34	20	204	16	.....	.....	2	18	977	1	18	.....
2	.....	.....	.....	.....	.....	.....	.....	62	.....	1	.....
3	2	9	.....	.....	.....	.....	73	3	.....	5	.....
3	.....	.....	.....	.....	.....	.....	.....	15	.....	3	.....
1	.....	.....	.....	.....	.....	.....	.....	22	.....	10	.....
65	30	293	20	.....	.....	2	221	858	.....	13	.....
10	5	86	6	.....	.....	.....	6	259	.....	.....	.....
7	2	157	2	.....	.....	.....	201	.....	.....	.....	.....
7	.....	.....	.....	.....	.....	.....	.....	160	.....	1	.....
71	16	165	9	.....	.....	11	98	1,374	26	180	6
3	1	6	.....	.....	.....	.....	.....	143	.....	22	.....
.....	.....	1	.....	.....	.....	.....	1	16	.....	10	.....
3	5	29	6	.....	.....	.....	1	111	.....	26	4
4	1	3	.....	.....	.....	.....	75	16	.....	5	.....
2	.....	28	.....	.....	.....	.....	.....	81	.....	6	.....
15	.....	6	.....	.....	.....	.....	.....	286	.....	16	.....
2	.....	2	.....	.....	.....	.....	4	43	.....	21	.....
.....	.....	32	.....	.....	.....	.....	.....	49	.....	12	.....
10	1	16	.....	.....	.....	.....	6	132	.....	17	.....
.....	.....	7	.....	.....	.....	.....	10	11	.....	3	.....
7	3	4	1	.....	.....	.....	3	124	.....	7	1
25	5	31	2	.....	.....	.....	5	362	26	35	.....
263	135	3,122	63	.....	1	406	2,661	5,967	112	305	9
263	75	2,458	45	.....	.....	401	2,327	3,155	67	247	5
26	6	1,437	21	.....	.....	109	1,037	973	.....	22	.....
13	2	417	.....	.....	.....	.....	100	480	.....	10	.....
49	10	26	.....	.....	.....	110	183	6	.....	23	1
4	5	4	.....	.....	.....	.....	2	332	.....	2	.....
26	1	.....	1	.....	.....	.....	201	100	.....	3	.....
9	2	26	2	.....	.....	.....	48	50	45	10	2
24	19	165	3	.....	1	.....	211	618	.....	17	1
67	39	473	13	.....	.....	5	75	2,144	.....	31	1
137	108	348	48	.....	.....	261	860	3,365	83	191	12
5	8	18	4	.....	.....	.....	1	132	.....	25	1
.....	.....	1	.....	.....	.....	.....	.....	4	.....	2	.....
4	.....	1	.....	.....	.....	.....	4	99	.....	6	.....
.....	.....	.....	.....	.....	.....	.....	.....	11	1	9	.....
1	.....	1	.....	.....	.....	1	.....	34	.....	2	.....
2	2	24	.....	.....	.....	.....	4	4	1	6	.....
.....	.....	.....	.....	.....	.....	.....	4	91	.....	4	.....

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
CATTARAUGUS COUNTY—Continued.							
Franklinville.....		15		5	7	509	301
Gowanda.....	1	10		3	5	294	170
Great Valley.....		2		1		18	18
Ischua.....		1		1		1	1
Lime Lake.....	1	1				2	2
Limestone.....		1			2	160	163
Little Valley.....	2	7	6	9	6	291	297
Machias.....		5		2		12	10
Olean.....	4	24	38	26	84	2,506	2,281
Car and locomotive repairs.....			1		17	734	751
Leather.....	1		6		9	655	606
Glassware.....			2		9	495	287
Oil refining.....			2		19	265	278
Perrysburg.....		2		2		3	3
Portville.....		7	1	5	1	272	201
Randolph.....		8		6	6	111	113
Salamanca.....		21		9	17	651	636
South Dayton.....		4		3	1	108	51
Weston Mills.....		4		2		64	61
CATYUGA COUNTY.....	13	167		83	281	8,167	7,709
Auburn.....	10	121		54	270	7,846	7,397
Shoes.....		1			33	1,728	1,761
Agricultural implements.....	1	2			58	1,594	1,283
Cordage.....		2			26	999	1,026
Bar iron and forgings.....		4			14	748	768
Engines and boilers.....		6		2	27	418	437
Carpets and rugs.....		2			5	345	350
Woolen goods.....		2			6	294	300
Moravia.....	2	15		11	1	45	41
Port Byron.....		13		9	3	99	87
Throopsville.....		3		2		35	35
Weedsport.....	1	15		7	7	142	149
CHAUTAUQUA COUNTY.....	68	388	2	517	559	13,827	13,239
Brocton.....	1	9		9	4	143	110
Cassadaga.....	2	5		3		55	49
Celoron.....	1	2		2		6	6
Charlotte Center.....	2	2		2		9	9
Cherry Creek.....	6	10		10	3	191	112
Dunkirk.....	11	53		63	116	3,975	3,838
Locomotives.....		1			65	2,290	2,974
Heating apparatus.....	1	1		6	13	323	274
Falconer.....	2	17		31	31	990	995
Forestville.....		4		3	2	140	141
Fredonia.....	9	29		28	31	496	441
Frewsburg.....	2	5		5	1	107	69
Gerry.....	1	4		4	1	44	45
Jamestown.....	13	161		240	311	6,353	6,361
Woolen goods.....	1	6		7	21	1,517	1,537
Furniture.....	3	38		33	76	1,336	1,356

## Cattaraugus-Chautauqua Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
7	6	58	1				13	278	3	10	
5	4	38	2			4	23	138		8	2
								18		4	
								1			
								2			
2							160			1	
6	4	24	3				128	163		18	3
								10		5	
80	66	116	32			225	501	1,450	25	45	2
17								734			
8	5	80	11				80	417		10	2
9	50		18			206	72				
19							250		7		
								1	2	2	
1	2	13					3	177	20	12	
6	3							106	1	4	
17	12	17	4			31	23	563	2	20	4
1	1	13	2					50		7	
		14						33	28	1	
230	265	1,910	77			94	369	6,935	31	178	7
269	262	1,769	77			67	338	6,692	31	154	7
33	148	690	48				48	1,680		4	
26	41	8	3				3	1,154			
26	54	325	8					999		6	
14	14		2				2	740		3	
27	4		1				11	399		3	
6	10	240	2					345		7	2
6	4	100	2				2	292		4	
1		4				6		34		15	
3	1	44				15	31	38		3	
	1							35		1	
7	1	93				6		186		5	
545	441	2,355	261	7		108	6,563	5,971	42	486	44
4		15						106		13	
	5	13	2				2	47		7	2
								6		1	
	2		1	1				9		4	1
1	1	30	4				4	107		15	4
110	82	140	6			29	3,081	615	3	48	2
68	68		8				2,922			8	
13	10							261		5	
31	56	322	37				433	531		31	2
2	4	47	4					139		7	
23	17	217	6			2	41	350	20	31	4
1	13	10	8	1			40	28		12	8
1			1					44		9	
310	221	1,348	172	3		56	2,914	2,971	10	197	1
27	181	1,085	149				1,816			6	3
78	27	7	6				2	1,768		68	2

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
CHAUTAUQUA COUNTY—Continued.							
Steel cabinets, etc.		1			90	689	779
Kennedy		6		6	1	25	25
Lakewood		2				5	5
Laona	2	3		3		7	6
Mayville	2	6		7		33	32
Mina	1	1		1		9	9
Portland	1	5		7		32	30
Ripley	1	10		9	7	148	131
Sherman	1	12	1	13	5	85	82
Shumley		2		2		5	5
Silver Creek	7	17	1	28	22	537	519
Sinclairville	1	8		7	1	156	90
Stockton		4		3		73	73
Stow	1	2		1		14	14
Westfield	2	19		30	23	189	132
CHEMUNG COUNTY	29	145	5	66	222	6,078	5,294
Big Flats		4		4		17	12
Breesport		3		1	1	36	30
Elmira	26	120	5	51	210	5,682	4,989
Knit goods		9			16	876	767
Silk goods		2			7	581	584
Car and locomotive repairs		2			5	485	455
Bridges		2			13	440	453
Horseheads	1	13		6	9	231	211
Van Etten	2	2		2		4	2
Wellsburg		3		2	2	108	50
CHENANGO COUNTY	9	79		52	80	1,833	1,802
Bainbridge	1	8		4	13	97	110
Earlville		1		2		10	10
Green	1	14		12	3	126	129
Mount Upton		1			2	43	42
New Berlin	1	8		5	3	105	108
Norwich	3	28		16	48	1,015	1,013
Oxford	3	8		6	7	196	152
Rockdale		1			1	5	6
Rockwell		1		1		45	38
Sherburne		5		4	8	175	178
South New Berlin		4		2		16	16
CLINTON COUNTY	24	132		82	92	2,247	2,200
Ausable		1			4	17	21
Ausable Chasm		1			2	50	52
Ausable Forks		9		6	7	290	297
Cadyville		3			5	176	181
Champlain	2	13		9	7	175	171
Harkness	1	1			1	2	3
Keeseeville	1	7		5	6	195	200
Lapham	1	1				3	3

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Chautauqua-Clinton Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
90	10		5				689				
1		2						24		13	
						3		2		2	
								6		4	
		1						32		11	
								9		2	
								30		5	
7	9	37	4	2			6	111	7	12	4
5	5	2				4		71	2	8	
		3						5		6	
22	9	88	2			14	33	450		13	
1	10	34	6				2	87		9	6
	4	20	4					69		8	3
								14		2	
21	8	16	4				3	108		16	4
229	91	1,629	43			314	1,479	3,156	116	82	
		7				6		6		1	
1		2					4	25			
217	76	1,566	40			268	1,455	2,946	103	74	
15	5	558	11				194	558		1	
7	41	469	23				23	534			
5								406		8	
13							290	150	76		
9		33						13	176	13	6
		1					1	1			
2	15	20	3			40	6	2		1	
80	11	379	5			23	102	1,428	169	78	
13		4					38	41	18	6	
								10		2	
3	3	4				4	1	109	12	11	
									40		
3		32						47	58	6	
48	2	224				19	54	888	4	28	
7	1	27						116	29	2	
1									5	3	
		8						38		3	
3	5	80	5					175		6	
							9	4	3	11	
91	11	452	3			127	219	1,274	489	191	3
4								17		2	
2		18				60		55	50		
5									175	19	
									176	8	
7							4	160		18	
1								2			
5		116					100	95		1	
								3			



Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
CLINTON COUNTY—Continued.							
Moorea.....		5		5	1	79	80
Moorea Forks.....	4	2		2		4	4
Morrisville.....	2	3		4	1	26	27
Perry's Mills.....		3		3		18	11
Peru.....		3		1	3	32	34
Plattsburg.....	13	70		40	47	1,007	949
Shirts.....		1			8	183	185
Engines and motors.....		1			7	205	183
Rouses Point.....		6		5	6	137	143
Schuyler Falls.....	1	2		2	1	26	13
Sciota.....		1				3	3
West Chazy.....		1			1	7	6
COLUMBIA COUNTY.....	20	106	1	39	83	4,967	4,795
Chatham.....	4	12		4	4	231	189
Chatham Center.....		1				20	20
Columbiaville.....	1						
Freeport.....	1						
Hudson.....	10	50	1	23	56	1,861	1,774
Knit goods.....		3			20	262	282
Cement.....			1			303	303
Kinderhook.....		5		2	1	172	170
Mellenville.....		4			2	47	36
Newton Hook.....		1				162	162
Payneville.....		1				28	9
Philmont.....	1	12		6	9	934	942
Rossman.....		2				26	24
Stockport.....		1				35	31
Stockport Center.....		1				4	4
Stottville.....		3		1	1	617	618
Stuyvesant Falls.....	1	3		1		20	19
Valatie.....	2	9		2	8	410	415
Walshville.....		1			2	400	382
CORTLAND COUNTY.....	12	102		47	120	3,572	3,652
Blodgett Mills.....		1				2	2
Cincinnatus.....		4		2	1	38	26
Cortland.....	4	61		31	84	2,711	2,205
Wire goods.....	1	1			13	1,269	1,060
Carriage hardware.....		2			9	234	277
Homer.....	3	18		9	15	380	374
McGrawville.....	1	5		1	11	292	302
Marathon.....	4	8		2	8	113	118
Truxton.....		5		2	1	27	25
DELAWARE COUNTY.....	11	52		50	20	1,106	1,103
Beerston.....	1	1				16	16
Cadovia.....		2		1		42	42
Delhi.....	3	12		12	4	168	171
East Branch.....		2		3		12	12
Fish's Eddy.....	1	1				11	11
Hamden.....		1				18	18
Hancock.....	1	4		2		35	21

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Clinton-Delaware Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1		64						79			4
1								4			3
								26			7
								11			3
3								31			8
47	4	237	8			60	63	695	84	105	3
5		175						183			
7								148		5	
6	7	17					52	81	4		6
1								12			4
								3			2
1						7					1
84	153	1,587	115	2	1	632	102	3,568	409	93	1
4		110				21		143	21	13	
									20	1	
56	45	507	44			189	61	1,162	306	37	
20	34	484	39			25	14	833		3	
		3						3	300	4	
1		102	2				1	168		4	
2	2	6	3			14	3	6	11	4	
	7							162		2	
								9		3	
9	38	469	16				16	917			
1								5	18		
		15	2		1			31		3	
1	21	160	26			26		4		2	
								573	18	1	
		2				2	2			4	
8	15	216	22	1			19	38	8	16	1
2	25			1		380				3	
120	23	510	5	2		21	38	2,862	11	125	1
1								2		1	
84	22	202	2	1		18	34	2,063	6	21	
13	8	75						1,037		69	
										3	
9	4	10	1				1	367		3	
15	8	87	1	1			2	349	5	14	
11	1	218	1				1	290		2	
8	1	3						110		8	
1	1		1				1	23		10	1
20	18	308	14	1		6	31	886	160	110	1
	1		1						16	3	
4	3	59						19	23	7	1
						1		145	21	22	
								12		11	
									11	1	
									18	1	
				1		1		11	9	7	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
DELAWARE COUNTY—Continued.							
Rock Rift.....	1	1				10	10
Sidney.....	1	10		11	11	630	630
Walton.....	3	18		21	5	164	163
DUTCHESS COUNTY.....	18	190		52	126	8,452	7,940
Amenia.....		6		1		91	76
Arlington.....		1				23	21
Brockway.....		1			2	104	104
Chelsea.....		1				62	62
Colemans.....		1				7	7
Dutchess Junction.....		8			2	612	530
Fishkill.....		2		1		5	5
Fishkill-on-Hudson.....	2	18		6	14	944	886
Hopewell Junction.....		1				20	15
Madalin.....		2		1		4	4
Matteawan.....	3	16		5	18	1,262	1,161
Millbrook.....		4		1		30	39
Millerton.....	1	4				71	32
New Hamburg.....		3				60	50
Pine Plains.....	1	2		1		26	26
Pleasant Valley.....		2				48	14
Poughkeepsie.....	9	88		31	76	3,375	3,206
Men's clothing.....		4		2	13	458	469
Cigars.....	2	4		3	7	374	380
Agricultural implements.....		1			24	374	368
Muslin underwear.....	2	2			6	330	333
South Dover.....		1				51	51
Stanfordville.....		2				16	16
Staatsburg.....	2	1				20	12
Red Hook.....		5		2	5	141	115
Rhinebeck.....		6			1	36	23
Stoneco.....		1			4	225	226
Tioronda.....		1				113	113
Tivoli.....		1				4	4
Wappingers Falls.....		8		3	4	968	972
Washington Hollow.....		1				4	4
Wassaic.....		1				50	50
Wingdale.....		2				80	80
ERIE COUNTY.....	108	1,392	48	773	2,905	54,302	52,502
Akron.....	2	3			2	29	31
Alden.....	1	1				20	11
Blasdell.....		2		1	1	8	9
Buffalo (see table iv).....	104	1,363	45	765	2,735	46,092	44,723
Cheektowaga.....		4			22	737	738
Eden Center.....		1				175	110
Fenton.....	1						
Gowanda.....		5		2	2	45	34
Hamburg.....		1				75	55
Lancaster.....		1			2	52	54
North Collins.....		3	2	2		677	332
*Tonawanda.....		1	1	1	1	55	56
West Seneca.....		7		2	140	6,337	6,324

\*Only partially inspected in 1905. In 1904 two leading

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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Delaware-Erie Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						- WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
11	12	238	13			1	23	588	10	1	
5	2	11				8	8	111	16	9	
									86	48	
126	345	1,693	178	2		84	2,971	4,622	137	144	20
							3	69	4	6	
	1		1					21		1	
2	2		2					104		2	
	2							62		1	
									7		
2	21		10				538	10		3	3
	1			1				5		5	
14	95	19	12			4	197	669	2	16	1
									15		
		1						4		1	
18	63	255	39	1		6	274	858	5	16	
		8					16	14		2	
	1	12						21	31	3	
	2							50		1	
		1	1					4	22	2	
	1	3	1					14		4	1
76	94	1,193	58			72	1,688	1,352	18	53	14
13	18	324	13				447	9		1	
7	18	205	14			67	13	303			
24	8						344				
6		298					148	175			
	1						51			2	
							12		16		
5	1	33	1				8	102		7	
1							6	16		5	
4								225		4	
	14	31	9				9	104		2	1
	1		1					4		1	
4	43	113	44			2	56	910		6	
		24						4			
	2						50			1	
							63		17		
2,848	1,881	7,760	621	8		1,433	15,223	31,985	1,013	1,213	203
2								6	23		
								11		4	
1								1	7	3	
2,686	1,774	7,471	532	8		1,419	15,169	24,518	931	1,150	197
22	8		2				2	735		1	
	8	82	17					110		1	
2								30	2	3	
	4	31	8					55		2	
62	18		12				52			1	5
	30	161	45					323		21	1
1	13		5			5				4	
122	26	15						6,196	50	23	

industries appeared: Steel (247 employees) and paper (156).

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
<b>ESSEX COUNTY.</b>	10	65		40	65	1,356	1,388
Ausable Chasm.....	2	1		1	2	31	33
Crown Point.....	1	3		3		18	9
Essex.....		2		1	1	63	64
Keesville.....	2	6		3	3	25	28
Mineville.....		3			18	99	117
Morish Center.....		2		2		9	5
Port Henry.....	1	12		8	9	164	167
Ticonderoga.....	3	27		16	27	820	840
Whallonsburg.....	1	3		3		19	7
Willsboro.....		6		3	5	113	118
<b>FRANKLIN COUNTY.</b>	26	101	1	80	38	2,301	2,212
Bangor.....		3		3		5	5
Brushton.....		5		6		22	20
Chasm Falls.....		1				11	11
Chateaugay.....	3	13		9		51	51
Derriek.....		1			1	141	142
Dickinson Center.....	1	4		7		36	36
East Dickinson.....		1		1		1	1
Faust.....	1	4		1	8	275	280
Malone.....	10	37	1	33	13	668	646
Moir.....	1	1				2	2
Owl's Head.....	1	2				43	43
St. Regis Falls.....	6	8		5	4	537	531
Santa Clara.....		2			1	85	51
Saranac Lake.....	2	7		8	3	152	120
Tupper Lake.....		7		2	8	255	263
West Bangor.....		4		1		15	8
Whippleville.....	1	1		4		2	2
<b>FULTON COUNTY.</b>	25	312	3	58	75	9,924	9,294
Broadalbin.....		9		1	1	263	233
Dolgeville.....		1			9	177	186
Gloversville.....	9	182	2	40	43	6,136	5,861
Leather gloves and mittens.....	7	87		17	27	3,614	3,449
Leather.....	2	27		2	6	1,355	1,209
Johnstown.....	15	109	1	14	21	2,902	2,808
Leather gloves and mittens.....	6	41	1	4	4	1,493	1,344
Leather.....	6	24		4		328	731
Mayfield.....		4				216	196
Northville.....	1	14		3	1	198	183
Vails Mills.....		2				32	27
<b>GENESEE COUNTY.</b>	1	14		7	31	422	441
Batavia.....	1	8		6	19	250	257
Le Roy.....		2		1	6	26	32
Oakfield.....		4		1	6	146	153
<b>GREENE COUNTY.</b>	9	67		50	35	1,807	1,696
Alsen.....		1			6	150	156
Athens.....	2	9		4	3	286	299

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OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Militate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
65	5	113	5	.....	.....	11	39	461	812	58	4
2	2	11	.....	.....	.....	.....	31	9	.....	1	.....
1	.....	16	3	.....	.....	.....	.....	63	.....	4	.....
3	.....	.....	.....	.....	.....	.....	.....	25	.....	7	3
18	.....	.....	.....	.....	.....	.....	.....	99	.....	1	.....
9	1	1	1	.....	.....	.....	.....	5	.....	4	.....
9	.....	.....	.....	.....	.....	.....	.....	38	120	9	.....
27	2	83	1	.....	.....	11	8	202	592	22	1
5	.....	2	.....	.....	.....	.....	.....	7	.....	4	.....
.....	.....	.....	.....	.....	.....	.....	.....	13	100	4	.....
38	61	274	27	2	3	9	53	1,820	292	292	17
.....	.....	1	.....	.....	.....	.....	.....	5	.....	3	.....
.....	.....	.....	.....	.....	.....	.....	.....	15	.....	10	.....
.....	.....	1	.....	.....	.....	1	3	7	40	5	.....
1	6	.....	3	.....	1	.....	.....	.....	141	14	1
8	20	.....	8	.....	2	.....	10	262	.....	9	.....
13	7	262	4	.....	.....	7	6	535	85	88	1
.....	2	.....	.....	.....	.....	.....	.....	43	2	2	.....
4	20	1	12	2	.....	.....	1	523	3	13	.....
1	.....	.....	.....	.....	.....	.....	.....	50	.....	35	10
3	1	8	.....	.....	.....	.....	.....	103	7	7	.....
8	5	1	.....	.....	.....	1	20	232	2	26	.....
.....	.....	.....	.....	.....	.....	.....	1	7	.....	16	.....
.....	.....	.....	.....	.....	.....	.....	.....	2	.....	8	.....
75	129	2,929	142	.....	.....	82	322	8,808	7	4	.....
1	4	95	7	.....	.....	.....	15	217	.....	6	2
9	8	46	9	.....	.....	.....	.....	177	.....	3	6
43	88	1,847	94	.....	.....	52	160	5,601	5	65	5
28	64	1,507	58	.....	.....	8	67	3,452	.....	20	5
6	6	.....	.....	.....	.....	.....	.....	1,197	.....	22	.....
21	28	793	32	.....	.....	29	147	2,409	2	50	7
4	14	540	18	.....	.....	.....	122	1,318	.....	14	3
.....	.....	.....	.....	.....	.....	.....	4	717	.....	22	.....
.....	.....	81	.....	.....	.....	.....	.....	196	.....	2	.....
1	1	67	.....	.....	.....	1	.....	181	.....	8	.....
.....	.....	.....	.....	.....	.....	.....	.....	27	.....	1	.....
31	5	7	1	.....	.....	67	3	196	144	24	2
19	4	7	.....	.....	.....	67	2	169	.....	16	1
6	.....	.....	.....	.....	.....	.....	.....	26	.....	1	.....
6	1	.....	1	.....	.....	.....	1	1	144	7	1
25	53	352	35	1	.....	11	54	1,587	9	31	5
6	.....	.....	.....	.....	.....	.....	.....	150	.....	1	.....
3	9	110	7	.....	.....	.....	20	266	.....	3	.....

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		Total.
		Once.	More than once.		Office force.	Shops.	
GREENE COUNTY—Continued.							
Cairo.....		4		5		20	20
Catskill.....	3	26		18	7	807	782
Coxsackie.....	3	18		11	6	332	281
Oak Hill.....	1	2				11	9
Smith's Landing.....		1			13	187	153
West Coxsackie.....		6		12		14	6
HERKIMER COUNTY.....							
	19	187	3	65	247	9,249	9,138
Clear Water.....		1				46	46
Cold Brook.....		6				67	67
Dolgeville.....		10		3	12	451	449
Frankfort.....	2	10	1	3	15	374	332
Fulton Chain.....		3			2	131	110
Herkimer.....	2	34	1	13	26	1,583	1,583
Ilion.....		24		8	118	2,453	2,400
Little Falls.....	8	59	1	24	65	3,252	3,140
<i>Knit goods.....</i>	<i>1</i>	<i>7</i>			<i>17</i>	<i>2,298</i>	<i>2,298</i>
Middleville.....	1	5		2	3	133	128
Mohawk.....		8		4	6	437	426
Moulin.....		1				50	50
Newport.....	4	4				49	49
Northwood.....		1				12	12
Old Forge.....		3				34	34
Poland.....		2		2		6	6
Salisbury.....		1				5	5
Salisbury Center.....		5		4		30	29
Salisbury Corners.....		1				3	3
South Columbia.....		1				15	15
West Winfield.....	2	8		2		109	109
JEFFERSON COUNTY.....							
	89	197	25	232	192	7,475	6,991
Adams.....	7	15		14	36	173	127
Antwerp.....	4	9		8		74	61
Black River.....	6	8		6	8	180	170
Brownville.....	4	6		4	4	227	224
Cape Vincent.....	3	5		5	3	14	17
Carthage.....	10	27		30	14	752	759
Clayton.....	4	14		12		85	68
Deferiet.....		2			4	380	384
Dexter.....	3	9		8	5	230	234
Felt Mills.....		1			2	84	86
Glen Park.....		1	2	1	4	325	329
Great Bend.....	1	2				31	31
Herrings.....		1				109	109
Natural Bridge.....	4	3		2	2	16	17
Philadelphia.....		7		8	1	101	102
Sacketts Harbor.....	1	1		1		1	1
Theresa.....	7	7		7		25	22
Watertown.....	35	79	23	126	109	4,668	4,240
<i>Railway appliances.....</i>			<i>1</i>	<i>1</i>	<i>19</i>	<i>1,803</i>	<i>1,681</i>
<i>Engines and machinery.....</i>		<i>3</i>	<i>2</i>	<i>6</i>	<i>16</i>	<i>522</i>	<i>508</i>
<i>Carriages and wagons.....</i>		<i>3</i>	<i>1</i>	<i>10</i>	<i>20</i>	<i>664</i>	<i>590</i>

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.91

## Greene-Jefferson Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
7	29	218	24	1		6	23	20 742	4	12	3
6	15	23	4			5	11	254 9	5	9	2
13								140 6		1 5	
247	78	2,227	105	2		183	182	8,144	382	181	21
	1							1 45		4	
12	7	77	5	2			5	67 432		3 7	
15	1	33	1			2	1	364		9	
2	1		1					8	100	9	1
26	8	376	18			61	25	1,395	81	30	4
118	17	140	10				4	2,364	4	39	9
65	31	1,311	55			90	135	2,766	84	47	3
17	21	1,239	46				46	2,229		10	
3	3	4	3				3	122		8	2
6	5	264	11			25	9	382	4	8	1
									50	1	
		18						47	2		
								34	12		
								6		1	
	1							5		1	
								29		1	
								3		1	
	3		1			5		15		1	
								104		11	1
184	89	575	35	3		99	354	3,064	3,290	730	21
32		13					9	44	42	28	
8	2	8				2		21	38	16	
4		11	2					100	62	27	2
		8						11	209	27	
3	1							12	2	6	
14	14	44	7	1		1	6	287	451	125	6
	1	14	1			10		57	1	33	1
4	2		1					4	376	15	1
5		3						17	212	25	
2	1	7						8	76	10	
4	2	56	1					93	232	20	
								1	30	7	
		9						9	100	13	
2								15		8	
1	10	7	4					97	4	23	4
								1		3	
	2										
105	54	395	18	1		2		18	3	14	
19	11	1	1			84	339	2,269	1,452	330	7
16	1							556	1,033	24	1
19	7	14						498		22	
								371		15	



Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
<b>KINGS COUNTY.....</b>	<b>137</b>	<b>2,946</b>	<b>88</b>	<b>2,023</b>	<b>1,964</b>	<b>85,950</b>	<b>77,609</b>
(Brooklyn Borough, N. Y. City.) (For industries, see Table IV.)							
<b>LEWIS COUNTY.....</b>	<b>16</b>	<b>63</b>		<b>47</b>	<b>2</b>	<b>1,010</b>	<b>924</b>
Beaver Falls.....		3				87	85
Belfast.....		1				2	2
Casterland.....	1	5		1		155	150
Constableville.....		1		2		3	3
Copenhagen.....		4		5		19	19
Croghan.....	2	3		3		17	15
Deer River.....	1	2		3		5	5
Greig.....	2						
Harristown.....		5				96	78
Lowville.....	6	23		24		229	197
Lyonsdale.....		5		1	2	116	115
Lyons Falls.....		2		3		107	100
Montague.....		1				14	14
Page.....	1	1				45	45
Port Leyden.....		4		3		33	31
Turin.....		1				75	60
West Leyden.....	3	2		2		7	5
<b>LIVINGSTON COUNTY.....</b>	<b>5</b>	<b>108</b>		<b>99</b>	<b>45</b>	<b>1,520</b>	<b>1,345</b>
Avon.....	2	16		14	3	168	163
Caledonia.....		11		9	10	132	143
Danville.....		30		28	18	400	388
Geneseo.....	1	16		17	7	218	173
Mount Morris.....	1	22		20	4	353	231
Nunda.....	1	12		11		117	117
Retsof.....		1			3	132	135
<b>MADISON COUNTY.....</b>	<b>10</b>	<b>94</b>	<b>1</b>	<b>31</b>	<b>63</b>	<b>2,876</b>	<b>2,665</b>
Canastota.....	4	23		10	11	539	447
Cazenovia.....		7		1	7	197	203
Chittenango.....	1	2			1	68	66
Earlville.....		4		5		29	29
Eaton.....		2		1		12	9
Hamilton.....	1	7		2	4	127	71
Kenwood.....		1			2	83	85
Lenox.....		1				60	60
Leonardsville.....	1	3		4		64	31
Oneida.....	3	42	1	8	37	1,653	1,619
Caskets.....		1			8	200	257
Canned fruits and vegetables.....		1			6	261	266
Cigars.....		7		1	7	268	265
Randallsville.....		1			1	4	5
West Eaton.....		1				40	40
<b>MONROE COUNTY.....</b>	<b>48</b>	<b>1,132</b>	<b>70</b>	<b>676</b>	<b>2,990</b>	<b>43,144</b>	<b>42,923</b>
Brockport.....	1	10		1	18	540	457
Fairport.....	1	13		9	11	474	478
Irondequoit.....		1		2	2	83	84

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Kings-Monroe Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1,954	2,243	22,190	1,075	12	.....	4,745	36,852	33,543	605	3,757	248
2	22	67	1	.....	.....	11	5	542	364	46	1
.....	.....	.....	.....	.....	.....	.....	.....	13	72	2	.....
.....	14	7	.....	.....	.....	.....	.....	150	2	1	.....
.....	.....	.....	.....	.....	.....	.....	.....	8	.....	4	.....
.....	.....	.....	.....	.....	.....	.....	.....	19	.....	4	.....
.....	.....	.....	.....	.....	.....	.....	.....	15	.....	5	.....
.....	.....	.....	.....	.....	.....	.....	.....	5	.....	4	.....
.....	.....	.....	.....	.....	.....	.....	.....	74	4	4	.....
.....	3	20	.....	.....	.....	11	5	181	.....	13	.....
2	.....	.....	.....	.....	.....	.....	.....	.....	113	5	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	100	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	14	.....	.....	.....
.....	1	.....	1	.....	.....	.....	.....	8	45	.....	.....
.....	.....	40	.....	.....	.....	.....	.....	60	28	4	1
.....	.....	.....	.....	.....	.....	.....	.....	5	.....	.....	.....
45	37	423	16	.....	.....	42	280	859	122	136	.....
3	1	98	.....	.....	.....	11	.....	144	5	28	.....
10	1	6	.....	.....	.....	.....	4	22	106	21	.....
18	5	126	2	.....	.....	11	236	115	8	26	.....
7	8	89	10	.....	.....	3	30	129	3	17	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
4	20	83	2	.....	.....	15	10	202	.....	22	.....
.....	.....	21	.....	.....	.....	.....	.....	117	.....	22	.....
3	2	.....	2	.....	.....	2	.....	130	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
63	55	582	55	3	.....	262	110	2,202	28	100	10
11	6	35	1	1	.....	17	6	413	.....	17	1
7	5	45	5	1	.....	.....	14	178	4	7	3
1	.....	5	.....	.....	.....	.....	.....	65	.....	1	.....
.....	.....	.....	.....	.....	.....	.....	.....	18	11	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	7	2	4	.....
4	.....	26	.....	.....	.....	1	.....	63	3	9	.....
2	.....	58	3	.....	.....	.....	3	80	.....	.....	.....
.....	.....	40	.....	.....	.....	.....	.....	60	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	29	2	8	.....
37	44	363	46	1	.....	244	87	1,245	6	51	6
8	6	38	6	.....	.....	8	.....	271	.....	7	3
6	8	39	9	.....	.....	.....	9	252	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
7	8	30	11	.....	.....	223	11	19	.....	1	.....
1	.....	.....	.....	.....	.....	.....	.....	4	.....	3	.....
.....	.....	10	.....	.....	.....	.....	.....	40	.....	.....	.....
2,980	1,156	12,382	780	11	6	1,439	25,736	12,587	180	811	167
18	22	131	11	.....	.....	.....	79	390	.....	13	1
11	8	213	4	.....	.....	.....	2	461	4	7	2
2	.....	40	10	6	.....	.....	.....	52	.....	3	4

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
<b>MONROE COUNTY—Continued.</b>							
Rochester (See Table IV).....	45	1,095	70	660	2,949	41,765	41,585
Webster.....		7		4	2	204	201
Wheatland.....	1	6			8	109	117
<b>MONTGOMERY COUNTY.</b>							
Akin.....		1				164	164
Amsterdam.....	5	93	7	36	120	9,548	8,802
<i>Carpets and rugs.....</i>		3	1		36	3,886	3,606
<i>Knit goods.....</i>	1	10	1	1	25	2,737	2,676
<i>Pearl buttons.....</i>		2	1		18	618	541
<i>Silk gloves.....</i>		1			5	600	497
<i>Brooms.....</i>		3	1		9	517	493
Canajoharie.....		12		4	29	324	324
Cranesville.....		1			2	27	29
Fonda.....		7		1	3	230	170
Fort Hunter.....	2	3		4		74	69
Fort Plain.....	1	27		15	13	698	649
Fultonville.....		8		2	6	198	163
Hagaman.....		2				364	364
Harrowers.....		1			3	202	205
Nelliston.....		2			2	14	16
Palatine Bridge.....	1	1				20	8
St. Johnsville.....		18	4	13	14	778	647
Tribes Hill.....		2		1	1	23	24
<b>NASSAU COUNTY.</b>							
Bellmore.....	27	111	3	73	44	2,013	1,650
Central Park.....	1						
College Point.....		2		1	1	53	7
East Williston.....		1			4	208	212
Farmingdale.....		1		1		4	4
Floral Park.....	2	8	1	4	3	209	190
Freeport.....	1	1			2	60	25
Garden City.....	2	6		4	1	29	36
Glen Cove.....	1	2				16	16
Glenhead.....	1	6		2	10	514	369
Glenwood.....	1						
Great Neck.....	3	1		2		7	3
Hempstead.....	2	1		1		3	3
Hicksville.....	2	14	1	9	5	103	87
Hyde Park.....		18		16	2	214	173
Jericho.....	2	3		2		26	23
Lynbrook.....							
Lyosset.....		5		5		27	22
Massapequa.....		1				18	18
Merrick.....	1	1				7	7
Mineola.....							
Norwood.....		2		2		5	5
Oyster Bay.....	1	1		1		2	2
Port Washington.....	3	12		10		37	32
Rockville Center.....	2	8		5		163	156
Roslyn.....			1	1	1	37	26
Sea Cliff.....	1	10		3	15	244	235
	1	4		2		17	4

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.95

Monroe-Nassau Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
2,939	1,124	11,881	747	5	6	1,439	25,655	11,449	103	776	152
2	1	117	7					199		7	7
8	1		1					36	73	5	1
183	340	4,845	344	1		150	592	10,651	58	245	10
	3	86	6				6	158			
114	264	3,645	273	1		88	428	8,140	32	144	9
20	186	1,336	115				115	3,364		13	
24	26	1,667	74				74	2,577		23	
16	5	148	28				28	593		12	4
5		418	45			45		447		2	
9	13		6				6	478		11	
28	1	152						296		11	
2						27					
3	5	27				3		163	1	8	
								69		4	
10	29	221	32			5	38	591	5	32	
6		74				19	90	48		10	
	9	199	11				11	353		5	
3	7	105	5				5	197		4	
2								14		3	
								8			
14	22	334	17			8	14	611		23	1
1		2						3	20	1	
41	43	253	35			7	484	920	207	188	
1								6		1	
4	10	113	26					16	192	3	
							4			1	
	4	12	2				76	111		12	
2	2	8						23		3	
1	1					5	6	18		20	
								10	6	5	
10	18	2					345	7	7	10	
								3		1	
							3			1	
5		25				2	6	74		30	
2	6	66	5					171		36	
								22		4	
								23		7	
							7	18		2	
										1	
		3						5		1	
	1	2						2		2	
							6	24	2	17	
								156		15	
1	1	22	2				25				
12							2	221		12	
							1	3		1	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
NASSAU COUNTY—Continued.							
Thomaston.....		1		1		3	3
Wantagh.....	1						
Woodbury.....	1	2		1		7	7
NEW YORK COUNTY.....	1,674	17,116	719	11,633	24,118	430,621	384,664
New York City, Boroughs of Man- hattan and The Bronx (see Table IV.)							
NIAGARA COUNTY.....	1	57	2	51	96	1,940	1,980
Blackport.....	1	44		46	14	399	341
Niagara Falls.....		5		2	41	334	375
Abrasive.....		1			40	316	356
North Tonawanda.....		8	2	3	41	1,207	1,244
Bolts, nuts, etc.....		1			23	682	706
Planing mills.....		5	1	2	14	403	419
ONEIDA COUNTY.....	18	203	18	66	350	19,726	18,576
Blossvale.....		1				25	25
Boonville.....		3		1		11	11
Camden.....	1	15		7	9	588	544
Capron.....		1			1	279	125
Chadwicks.....		4		1	9	556	528
Clayville.....		1				19	19
Clinton.....		1			2	211	213
Delta.....		1			1	63	64
Hinckley.....		1			2	178	168
Kenwood.....		1			5	159	164
Kirkland.....		1				165	165
Knoxbero.....		1				100	61
Lee.....		1			1	68	69
McConnellsville.....		3		1		121	106
New Hartford.....	1	5	2	2	5	464	354
New York Mills.....		2			22	1,546	1,568
Oriskany.....		2			6	272	269
Oriskany Falls.....	1	1			1	160	161
Rome.....	8	59	4	22	80	3,378	3,185
Copper goods.....		7			29	803	804
Brass goods.....		3			6	663	663
Knit goods.....		3	1		5	697	454
Metal bedsteads.....		1			12	350	263
Canned fruits and vegetables.....	1		1		5	326	330
Sauquoit.....		3			2	170	130
Sherrell.....		1			13	280	263
Stittsville.....		2			2	194	113
Utica.....	6	81	12	28	171	9,844	9,491
Knit goods.....	1	5	8	2	52	4,003	3,766
Cotton goods.....		6	1		24	2,609	2,593
Woolen goods.....		1			10	730	740
Heating apparatus.....		3			24	443	467

b Only partially inspected in 1905. The 1904 inspection showed  
c Only partially inspected in 1905. The 1904 inspection showed as  
† Not fully inspected in 1905. The 1904 inspection showed

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.97

## Nassau-Oneida Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
								3			
								7		3	
23,769	5,182	131,433	3,573	62	30	46,136	215,738	95,731	3,280	27,798	1,328
96	262	370	55			9	174	1,679	2	36	8
14	8	164	4			2	17	306	2	10	
41	10	14					3	331		8	
40	10	11						318		7	
41	244	192	51			7	154	1,042		18	8
23	161	90	11					682		6	2
14	80		28				97	302		8	6
351	608	6,987	402	2		150	1,362	16,638	75	238	48
		8						25		1	
		2				4		7			
9	11	146	7					535		13	2
1	6	86	6					124		2	5
9	9	232	17				2	517		9	
		4						19		1	
2	3	100						211		2	
1	7	13	5				5	58		1	
2	3							166		7	
5		121	3				159				
	10	30	4				4	161		3	
	1	40	2				2	59		2	2
1	6	40	3				3	65		1	
	5	11	2					106		4	2
6	22	164	9				1	347		16	6
22	106	524	40			40		1,506		27	6
6	4	55	4				4	259		2	
1		110	3				3	157			
80	53	644	32	1		82	140	2,871	12	42	2
29	9	110					92	683		7	
6	8	24					9	548		1	
5	6	395	16				16	433		4	
12								360			
6	22	92	15	1				325		3	2
2	5	83	2	1				128		3	2
13	4	15	1				249			1	
2		45						111		1	
171	313	4,186	232			20	682	8,555	63	83	21
56	111	2,402	150				132	3,578		20	6
24	119	1,118	31				31	2,538		12	
10	30	407	39					730		6	10
24	2		2				373	70		3	

as leading industries: Metal beds (289 employees) and fiber goods (215).  
 leading industries: Chemicals (556 employees), silverware (518).  
 as a leading industry, men's clothing (1,241 employees).

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
ONEIDA COUNTY—Continued.							
Iron pipe, etc.			1		5	360	366
Washington Mills.		1			3	92	83
Waterville.		4		3	1	212	126
Westerville.	1	1			1	64	65
Whitesboro.		5		1	8	437	432
Yorkville.		1			5	70	75
ONONDAGA COUNTY.	32	388	19	352	1,251	22,487	23,045
Baldwinsville.		13		13	19	381	381
Camillus.		4		4	2	274	276
Dewitt.		1			1	12	13
East Syracuse.		2		1	15	137	138
Eastwood Heights.		3		2	15	716	721
Elbridge.	1	5		5	5	95	100
Fayetteville.	2	8		7	5	256	232
Jamesville.		1			1	6	7
Jordan.	1	6		4		19	13
Manlius.	1	6		3	7	346	333
Marcellus.		2		1	5	451	436
Marcellus Falls.		1				10	10
Mottville.	1	1		1		13	8
Skaneateles.	1	8		7	1	79	80
Skaneateles Falls.		6		5	6	331	337
Solvay.	1	4		3	276	2,778	3,054
Syracuse (see Table IV.).	24	312	19	296	886	16,331	16,613
Warners.		2			5	113	118
West Phoenix.		3			2	39	41
ONTARIO COUNTY.	24	126	5	138	117	3,617	3,106
Canandaigua.	7	30	1	32	31	882	883
Chapinville.	1	1		1		20	6
Clifton Springs.		9		8	1	119	83
Flint.		3		5		16	7
Geneva.	2	49	4	59	65	2,063	1,773
Stoves and heaters.		3		4	14	618	466
Canned fruits and vegetables.		3		5	4	331	334
Optical goods.		3			14	314	233
Gorham.	3	4		4		30	6
Littleville.		2			1	103	87
Manchester.	1	1		1		1	1
Naples.	4	5		5		12	7
Phelps.	2	9		11	4	134	46
Shortsville.	2	6		6		111	83
Stanley.	1	3		4		21	11
Victor.	1	4		2	15	105	114
ORANGE COUNTY.	15	194		81	290	11,305	11,062
Central Valley.		3		2		41	37
Cornwall.		2		1	1	21	19
Cornwall Landing.	1	1			3	35	36
Cornwall-on-Hudson.		2		1		5	5
Firthcliff.		1			14	483	497
Goshen.		11		5	4	216	195

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.99

## Oneida-Orange Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						- WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
5 3 1  1 8 5  1,248	  3 64  20 14  723	   32 232  14  4,311	  3 1  22 4  409	      18	      .....	     4  656	      9,702	     42 66  11,105	     64 382  334	      670	      152
19 2 16  15 5 5 1  7 5  1 6 276  883 5 2  116  31  1  64 14 4 14  1  4  15  289	6 7 2 9  20 6  1 14  1 28 20  609  13  105 18  12 3 6  2  40 4  292	23 111  28  4 52  1 61 143  5 10 124 95  3,640  9  471  105  18  337 63  1 2  2 5 1  2,506	2  2 6  2 3  5 5  374  8  8 6 63  140	      18	      651	      6,278	     1 2  8 33 342 39  8,724 37 9  2,520  776 6 69 7  1,413 473 234 203  5 86 1 3  44 7 6 97  5,835	      30 11  2 41 35  77 76 30  10 4  70  88  243	      7 5 5  182  45 1 8 1  7 6 7 13 3 4  123	      1 2 5  141      4	
1 3  14 4  11	   40 4  7	152 7  31	31	      .....	     11	     483 11 169	      27 4 35  5	      1 8	      5 2	      1 8	      .....



Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
ORANGE COUNTY—Continued.							
Highland Falls.....		4		4		14	13
Highland Mills.....		1		1		22	22
Mechanictown.....		1		1		2	2
Middletown.....	5	37		15	55	1,714	1,660
Car and locomotive repairs.....		1			20	532	552
Tools.....		3			4	254	246
Leather.....		1			3	145	143
Men's shirts.....		2			2	143	143
Men's hats.....	1	1			5	200	131
Monroe.....		5		3	2	70	61
Montgomery.....		2		2		87	87
Moodna.....	1						
Newburgh.....	5	68		23	141	4,600	4,550
Men's clothing and overalls.....		4			34	885	894
Men's hats and caps.....		2		1	5	523	523
Boats.....		1			7	405	398
Woolen goods.....		2		1	4	321	323
Machinery.....		2		1	20	270	290
Cotton goods.....		1			2	269	271
Boilers and engines.....		2			8	265	233
Bleaching.....		1			4	231	218
New Hampton.....		1				20	20
New Windsor.....		10		1	15	754	751
Port Jervis.....	3	23		10	27	1,219	1,207
Roseton.....		2			3	660	606
Salisbury.....		1			2	86	88
Warwick.....		8		5	7	58	61
Walden.....		11		7	16	1,198	1,183
ORLEANS COUNTY.....							
	8	64		18	62	2,062	1,686
Albion.....	3	22		5	9	575	470
Holley.....	3	12		6	3	324	110
Medina.....	2	30		7	50	1,163	1,106
OSWEGO COUNTY.....							
	55	147	20	162	169	8,086	7,587
Cleveland.....	1	6		3	1	235	211
Fulton.....	18	34	7	41	45	2,728	2,482
Woolen goods.....		1			5	976	981
Paper and pulp.....		6	2	3	21	589	610
Fire arms.....		1		2	2	233	235
Canned fruits and vegetables.....		1			4	400	214
Lacona.....	2	4		4		15	15
Mexico.....	4	9		6	2	78	80
Minetto.....		1		1	7	260	267
Oswego.....	12	58		62	106	3,968	3,977
Knit goods.....		4		1	10	852	839
Steam boilers.....	1	6		18	20	584	601
Car and locomotive repairs.....		1			15	472	482
Matches.....		1			4	454	453
Cotton goods.....		1			3	361	361
Packing boxes.....		2			11	326	321

## Orange-Oswego Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
	1	8					10	3		1	
								22		1	
								2			
54	21	266	4			20	133	1,443	10	22	
20								532		1	
4	13	18	2				2	240			
3								146			
2	1	105	1					143		4	
6		66						126		2	
2								59		4	
	9	35	11			11	2	74			
141	88	1,546	42			572	2,116	1,699	22	40	
34	12	668	7			7	853				
6	6	113				518		7		6	
7							389			1	
4	21	116	11			11		310		1	
20							270			2	
2	23	120	11			11		258			
8							230				
4	10	60	4				4	210		1	
		4							16		
15	21	130	2				269	352	115	11	1
27	33	288	7			71	204	900	5	11	3
3	18						603				
2		11						11	75	3	
7		1					3	51		2	
16	57	147	43				157	1,010		12	
62	31	363	20			34	97	1,477	16	79	9
9	9	214	10			30	18	399	14	29	9
3		59	1				24	81	2	10	
50	22	90	9			4	55	997		40	
168	239	2,007	176			33	1,376	5,314	696	270	5
1		52				3		207		12	
45	59	660	33			11	68	1,759	599	77	
6	35	481	38				32	944		2	
21	9	2						5	684	24	
2	3							233		2	
4	10	125						210			
							4	9	2	2	
2	4	4	1				48	25	5	5	
7		70					260			2	
106	165	1,106	134			13	980	2,844	34	75	5
10	40	649	44				44	805		8	
20	9	2	2					681		8	
15							472			4	
4	37	192	33				33	421			
3	29	134	20				20	341		3	3
11	28		17				278	35			

Table III—Statistics of Factories Inspected: by Counties and Towns.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
<b>OSWEGO COUNTY—Continued.</b>							
Parish.....	2	5		6		6	6
Phoenix.....	11	9	13	19	5	343	312
Pulaski.....	5	13		12	3	213	183
Richland.....		2		2		87	18
Sandy Creek.....		5		5		93	15
Williamstown.....		1		1		60	21
<b>OTSEGO COUNTY.....</b>	<b>14</b>	<b>63</b>		<b>51</b>	<b>71</b>	<b>1,935</b>	<b>1,926</b>
Cherry Valley.....		6		4		45	45
Cooperstown.....	2	7		7	13	77	90
Index.....		1			2	146	148
Milford.....	1	3		4		35	35
Oneonta.....	5	25		24	39	1,230	1,260
Otego.....	3	4		3	2	30	32
Phoenix Mills.....		1		1	5	150	79
Richfield Springs.....	2	7		3	7	114	121
Unadilla.....	1	9		5	3	108	107
<b>PUTNAM COUNTY.....</b>	<b>1</b>	<b>27</b>		<b>12</b>	<b>15</b>	<b>1,385</b>	<b>1,282</b>
Baldwin Place.....		1				4	4
Brewster.....		7		4	2	111	113
Cold Spring.....	1	10		6	13	1,021	927
Lake Mahopac.....		1				2	2
Patterson.....		4		1		234	223
Pawling.....		3		1		11	11
Storm King.....		1				2	2
<b>QUEENS COUNTY.....</b>	<b>29</b>	<b>403</b>	<b>2</b>	<b>213</b>	<b>611</b>	<b>20,671</b>	<b>19,648</b>
(Queens Borough, N. Y. City.)							
Bayside.....		2		2		3	3
College Point.....	1	28		19	33	1,851	1,722
Corona.....	1	13	1	9	10	594	532
Cypress Hill.....		3			1	25	26
Dunton.....		2				14	14
East Williamsburg.....	1	17		12	53	946	690
Elmhurst.....		7		6	1	23	24
Evergreen.....	3	18		11	21	343	302
Far Rockaway.....		15		7	6	130	123
Flushing.....	1	16		7	8	205	213
Glendale.....		8		3	22	728	750
Hollis.....		1		1		1	
Jamaica.....		21		8	15	251	266
Laurel Hill.....		5		2	30	2,249	2,254
Long Island City.....	12	166	1	72	347	9,750	9,161
Maspeth.....		5		5	2	173	172
Middle Village.....		1		1		1	1
Morris Park.....		1			15	545	560
Ozone Park.....	1	6		2	4	36	40
Queens.....		2		2		50	50
Richmond Hill.....		11		8	15	590	605
Ridgewood.....		2		2	1	13	14
Ridgewood Heights.....		14		9	3	121	122
Rockaway Beach.....	1	15		11	8	147	139

## Oswego—Queens Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certifi- cate ordered dis- charged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
4	11	61	8			2		4		2	
3		42					11	245	49	68	
							9	164	7	10	
		2						18		5	
		4						15		10	
		6						21		2	
71	19	451	9			125	132	1,496	102	71	
		8						27	18	6	
13	2	10				2		48	27	8	
2	5	88	1				1	145		1	
		3						80	5	2	
39	8	218	5			82	128	1,011	9	25	
2		2						7	23	9	
5	4	44	1				1	73		2	
7		60	2				2	104	8	16	
3		23				41		51	12	2	
15	33	178	9				163	1,085	19	46	5
									4	2	
2		41					2	109		11	
13	32	2	6				133	781		14	4
									2	2	
		135	2				28	191	4	7	
	1		1					2	9	7	1
								2		3	
588	771	2,621	385	16		3,199	7,965	7,124	772	642	38
								3		4	
33	46	612	60			89	507	1,093		24	
10	17	48	8			455		57		19	
1	1					6		19		3	
								14		2	
53	14	190	28	1		3	264	370		29	1
1							9	14		9	
26	3	39	1			50	137	95		15	
6	3	4	1	1		8	32	54	23	21	
8	9	39				5	52	97	51	9	
22	40	221	37	1		20	466	242		14	
										1	
15	7	73	2			45	84	114	8	34	
30	75	150	15	12			1,477	747		10	8
325	303	790	124	1		2,439	4,108	1,626	663	326	22
2	4		1			2	1	167		8	1
								1		2	
15	20							545			
4							23	8	5	9	
							40	10		1	
15	44	40	32			34	538	18		25	1
1		7					13			2	
3	17	9	6			4	72	43		23	3
8	1	16				39	20	50	22	15	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
QUEENS COUNTY—Continued.							
Union Course.....		3		2	1	40	41
Whitestone.....	2	4		3		24	24
Winfield.....	3	8		7		55	54
Woodhaven.....	1	4		1	7	1,625	1,632
Woodside.....	2	5		1	8	138	124
RENSSELAER COUNTY.....							
	98	534	22	227	688	28,159	24,513
Averill Park.....	1	2		1	2	147	149
Berlin.....		5			1	194	170
Castleton.....	1	4		1	8	318	326
Croseyville.....	1	1		1		2	1
Eagle Mills.....	1	2				18	16
Grafton Center.....		2				93	93
Hoosick Falls.....	2	22	1	13	55	2,075	958
Johnsonville.....	1	3		1	1	31	21
Nassau.....	4	3		3	1	88	89
North Hoosick.....		1			1	66	62
Petersburg.....	3	3		1		24	23
Rensselaer.....	3	24	1	16	33	679	683
Car and locomotive repairs.....		3			17	365	367
Felt goods.....		1			10	213	223
Schaghticoke.....		6		2	10	421	411
Troy (see Table IV.).....	80	448	20	185	571	23,547	21,051
Valley Falls.....		4		3	1	320	320
Walloomasac.....		2			2	69	71
West Sand Lake.....	1	2			2	67	69
RICHMOND COUNTY (Borough of Rich- mond, New York City).....							
	12	177		69	303	8,611	7,064
Bulls Head.....		1				4	2
Castleton Corners.....		2			3	40	43
Chelsea.....	1						
Clifton.....	1	5			3	126	129
Concord.....		4		3		56	52
Elm Park.....		5		1	6	190	196
Garretson.....		1			2	47	28
Graniteville.....		5		1	4	388	313
Grant City.....		2		1		4	4
Grasmere.....		1				7	7
Great Hills.....		1		1			
Green Ridge.....		2				137	137
Kreischerville.....		2		1	2	131	121
Linoleumville.....		2		1	4	633	637
Livingston.....		1				56	54
Mariners' Harbor.....	1	8		2	68	808	687
New Brighton.....	1	12		8	27	740	659
New Dorp.....	1	2		1		51	27
Port Richmond.....	1	9		5	33	1,436	774
Princess Bay.....		1			20	500	520
Richmond.....		2		2		5	5
Richmond Valley.....		2		1		85	33
Rosebank.....	1	6			10	323	243
Rossville.....		2		1	2	53	55

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.105

## Queens-Richmond Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1								40		4	
	3	15	2				20	4		5	1
	4	5	1				5	49		12	
7	158	361	65				65	1,560		9	
8	2	2	2				32	84		7	1
674	316	12,222	267	1		752	10,995	11,568	524	419	37
2	12	70	11			11		136		1	
1		100				39		130		5	
8	26	70	26				26	292		4	3
								1			
		85						16		1	
47	21	427	15			14	242	93		3	
1								646	9	22	5
								20		2	
1	5	30	6					88		5	
1	4							4	57	3	
		15						23			
33	8	100				9	136	246	259	17	
17							85	15	250		
10	8	98						215		1	
10	18	119	25				25	376		4	1
565	211	11,075	178	1		671	10,566	9,120	129	341	28
1	8	100	6			8		311		4	
2		2						2	67	6	
2	3	29						64	3	1	
286	267	914	75	3		357	3,157	3,004	260	285	11
3								2			
								36	4	1	
3	5	13	7	2		6	100	20		10	4
		44	4								
6	6	16	4			5	44		3	1	
2	1	10	4			4	4	182		11	
4	27	125	20					26		1	
							18	291		10	1
									4	2	
									7	1	
										2	
	4		1	1				137		11	
2											
4	6	51						119		5	
								633		2	
46	16						56	3	62	2	
27	23	70	1				71	549	12	18	
33	18	1						1	26	26	1
20	97	50					691	10	40	5	
							500			14	
										5	
	2	12						5		2	
10	3	35	1				33			5	
2		9	2				152	68	13	12	1
								53		3	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
<b>RICHMOND COUNTY—Continued.</b>							
St. George.....		4		2	1	20	18
Stapleton.....	2	34		19	19	306	322
Tompkinsville.....		17			21	491	500
Tottenville.....		11		4	14	494	406
West Brighton.....	3	33		11	69	1,480	1,090
<b>ROCKLAND COUNTY.....</b>							
	7	105		57	85	6,188	5,731
Clarkstown.....		1				130	122
Congers.....		2		2		6	4
Garnerville.....		1			7	754	761
Grassy Point.....		5		5	1	213	209
Haverstraw.....		43		23	7	2,399	2,154
Hillburn.....		2			30	336	366
New City.....		2		2		29	29
Nyack.....	3	23		10	13	604	552
Orangeburg.....		3			3	67	66
Pearl River.....		2		1	10	318	313
Piermont.....		3		2	4	123	126
Ramapo.....		1			6	96	102
Rockland Lake.....	1	2				460	400
Spring Valley.....	3	9		7	2	338	253
Suffern.....		3		4		7	7
Tompkins Cove.....		3		1	2	308	267
<b>ST. LAWRENCE COUNTY.....</b>							
	21	167	2	118	116	5,016	4,795
Benson Mines.....		1		1		45	45
Braasher Falls.....		3		4		24	23
Canton.....	3	15		7	4	311	281
De Kalb Junction.....	2	2		2		2	
Fowler.....		1				12	12
Fullerville.....		1			1	6	7
Gouverneur.....		16	1	5	13	561	559
Hammond.....		5		7		30	30
Hanawa Falls.....	1		1			96	50
Hewettville.....		1				12	12
Madrid.....	1	8		6	3	44	47
Massena.....	1	5			9	442	441
Morristown.....	1	4		3	3	39	42
Newton Falls.....		2		1	6	255	261
Norfolk.....		3		2	4	399	403
Norwood.....		3		2	1	109	107
Ogdenburg.....	7	59		47	55	1,417	1,272
Packing boxes.....		1			16	268	265
Lumber.....	1	1		1	8	210	212
Oswegatchie.....	1	2		2		29	29
Parishville.....		6		4	1	147	146
Piercefield.....		1			6	275	281
Potsdam.....	3	18		17	8	504	488
Raymondville.....		1			2	108	110
Rensselaer Falls.....	1			3		43	43
Wanakena.....		5		5		106	106

## Richmond-St. Lawrence Counties

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1							12	5		3	
19	9	82	9			54	57	184	8	40	
21	20	80	11			48	15	377	39	27	
14	3	3					338	12	42	18	
69	27	313	15			240	490	291		47	
85	205	535	64				3,157	2,357	131	75	9
	2	70	1				122				
	3		3				3	1		4	
7	58	133	35				36	719		1	
1	11						158	50		3	
7	88	71	17				2,088	56	3	38	3
30	8						330		6		
		10						29			
13	7	146					70	469		10	
3							8	45	10	1	
10	6						300	2		1	
4	4	3	1				3		112	4	1
6								96			
								400			
2	18	100	7			1		250		8	1
		2						7		5	
2							40	225			
116	102	484	69	1		169	381	3,367	762	428	15
								45		8	
4						2	18	23		30	
								252	5	1	
								12		2	
13	18	89	25				188	283	6	19	
						1		27	75	8	
									2		
									50	19	
3		10				1		37	12	6	
9	20					97	10	325	6	17	
										9	
3		19					24	13		9	
6	1							18	237	21	
4	9	11	1					324	75	39	1
1						31		16	59	3	
55	52	278	43	1		37	94	1,043	43	147	14
16	18		1					268		10	
2	10		1					210		7	
								10	19	10	
1								145		8	
6		20						222	53	2	
8		56					43	319	118	27	
2	1	1						108		17	
								39		6	
	1							106		20	



Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
SARATOGA COUNTY.....	28	240	1	145	268	7,590	7,638
Ballston Spa.....	3	30		22	31	871	894
Ballston Lake.....	2	2		1	1	4	5
Cedar Dam.....	1	1			2	103	105
Corinth.....	1	11		12		37	37
Factory Village.....		2			2	33	35
Fenimore.....		1			11	225	236
Hadley.....	2	2		1	2	90	92
Mechanicville.....	6	39		26	55	1,818	1,855
Middle Grove.....	1	1		1		4	4
Northumberland.....	1	1			7	193	124
Palmer Falls.....		1			6	624	630
Rock City Falls.....		3			4	75	79
Round Lake.....		1				3	3
Saratoga Springs.....	6	92	1	46	97	1,099	1,083
Schuylerville.....		8		5	4	136	140
South Glens Falls.....	1	6		4	6	315	321
Spiers Falls.....		1			1	16	17
Stillwater.....	5	7		6	2	35	37
Victory Mills.....		1			3	373	376
Waterford.....	3	29		21	32	1,508	1,525
West Milton.....		1			2	28	30
SCHENECTADY COUNTY.....	4	171		130	486	13,698	11,233
Mohawkville.....		1		1		8	8
Rotterdam.....		1		1		2	2
Schenectady.....	4	166		125	486	13,679	11,214
Electric machinery.....		1			90	8,805	7,808
Locomotives.....		1			802	3,802	1,568
Scotia.....		3		3		9	9
SCHOHARIE COUNTY.....	10	55		46	12	508	438
Central Bridge.....		4		3		19	13
Cobleskill.....	7	27		17	5	237	191
Esperance.....	1	2		4		25	7
Howes Cave.....		2		2	6	149	155
Middleburg.....	2	11		9		32	30
Richmondville.....		2		2		28	28
Schoharie.....		7		9	1	18	14
SCHUYLER COUNTY.....	14	37		27	16	708	575
Burdett.....	1	2		2		7	5
Hector.....		1		1		1	1
Montour Falls.....	4	7		4	5	233	182
North Hector.....	1	2		2		43	35
Odessa.....		6		5	1	45	30
Watkins.....	8	19		13	10	379	322
SENECA COUNTY.....	15	74		31	80	2,635	2,640
Interlaken.....	3	11		3	4	68	58
Ovid.....	1	5			2	30	13

## Saratoga-Seneca Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
266	85	1,840	57			530	1,151	4,498	1,193	213	14
30	18	161	4			98	257	489	20	38	4
1							3	1		2	
2	3		3				3	100		1	
	1	2	1			4	2	31		4	1
2									33		
11						190		35		9	
2						88		2		9	
54	26	426	19			12	168	1,612	9	36	7
								4			
7	6	5					127			1	
6		14						14	610	8	
4		5						5	70	2	
								3		1	
97	5	211	3			114	120	737	15	48	1
4		50				2	5	89	40	2	
6	1	1				2		5	308	16	
1						16					
2		1					1	33	1	6	
3	6	182	8				8	365			
32	19	782	19			4	457	973	59	28	1
2									28	2	
380	79	1,022	13			266	8,519	2,044	24	77	5
	1							8			
								2			
390	78	1,022	13			266	8,519	2,025	24	77	5
90	54	495	2				7,816			5	
165								1,203		5	
								9		5	
12	7	97	1			5	59	194	168	29	1
5	1	74				4	52	13		1	
		7					7	103	27	17	
6	4		1					10	139	2	1
		1									
	2	14						28	2	4	
1		1				1		28		1	
								12		2	
16		99				4		547	8	39	
								5			
5		4						1			
								177		9	
		10									
		13						35		2	
1		72						29		10	
10						4		300	8	18	
80	30	463	12			25	154	2,343	38	48	1
4		11				1		53		7	
2									2	4	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
SENECA COUNTY—Continued.							
Seneca Falls.....	3	35		15	62	1,792	1,822
Waterloo.....	8	23		13	12	745	747
STUBEN COUNTY.....							
Addison.....	1	18		9	12	313	214
Atlanta.....	2	2		3		1	1
Avoca.....	2	8		3	5	117	98
Bath.....	5	21		12	16	210	173
Campbell.....	1	2		1		4	4
Canisteo.....	5	16		12	3	143	110
Cohocton.....	5	7		5	3	55	28
Cold Spring.....		3		3		10	4
Coopers Plains.....		3		3		15	12
Corning.....	14	43		17	69	3,063	2,613
Cut glassware.....	3	10		3	35	2,006	1,708
Railway equipment.....		2			9	491	350
Terra cotta.....		2		1	2	206	208
Curtis.....		1			1	45	17
Hammondsport.....	4	15		13	3	115	73
Hornellsville.....	14	34	2	19	41	1,937	1,643
Car and locomotive repairs.....		1			9	800	609
Silk goods.....	2	1		2	4	355	318
Lumber and house trim.....		2		2	7	255	227
Kanona.....	1	2		2		13	11
Painted Post.....	3	6			21	436	405
Perkinsville.....	2	2		2		3	3
Prattsburgh.....	3	3		3		6	5
Pultney.....		3		2	2	46	24
Rheims.....		2		2	6	44	50
Savona.....	2	3		3		5	5
Urbana.....		1		1	4	21	19
Wayland.....	4	13		6	9	319	235
SUFFOLK COUNTY.....							
Amityville.....	2	6	1	5	2	27	22
Babylon.....	2	9		7		43	38
Bayport.....	3	3		2	1	46	9
Bayshore.....		10		8	1	46	23
Bellport.....	1	1			1	6	7
Bohemia.....		2			1	56	57
Bridgehampton.....		5		5	2	23	15
Calverton.....	1						
Center Moriches.....	1	3		3		7	6
Centerport.....		1				20	20
Cold Spring.....		1		1		3	3
Deer Park.....		2		1		9	9
East Hampton.....		8		4		29	21
East Islip.....	1	2		3		5	3
East Northport.....		2		1		10	9
East Patchogue.....	1	1		1		1	
East Quogue.....		2		2		4	2
East Setauket.....	2	2		2	1	82	72
Echo.....		1		1		3	3
Fair Ground.....	1	5		6		48	40

## Seneca-Suffolk Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
62	25	250	8			11	143	1,591	15	31	1
12	5	202	4			13	11	690	21	6	
195	61	548	18	2		192	2,262	3,068	30	213	7
12	2	17				33	15	154		29	
5		12					1	93		3	
16		12				3	16	130	8	12	
								4		17	
3	4	28	2				2	105		3	
3		6						25		12	
								4		6	
										3	
69	4	196	4			148	1,048	1,337	11	4	
35	4	143	4				1,007	684		27	
9		16				141		200		5	
								206		2	
2								16		1	
1								70		19	
3		12								46	
41	33	32	8	2		8	810	777	7		7
9							600				
4	10	34					135	179		9	1
7	16							260		1	
								11		1	
21	2	3					366	18		8	
		1						3		2	
		1						5		2	
2								22		1	
6								44		1	
		2						3	2	4	
4								15		1	
9	16	26	4				4	220	2	11	
102	92	413	58			74	663	1,819	41	340	2
		11						22		19	
	1	7					3	35		13	
1		4				1	5	8	8	6	
								8		15	
1							6			3	
1	1	24	1			56	10	3		3	
2		1								6	
							1	5		3	
								20		1	
								3		1	
								9		4	
		3									
							6	8	7	9	
							2		1	1	
								9		3	
										1	
1	4	18					1	1		2	
		1						71		6	
								2			
							3	37		7	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
SUFFOLK COUNTY—Continued.							
Greenlawn.....	1						
Greenport.....		19		15	3	432	206
Halesite.....	1	2			1	6	7
Holbrook.....		2		2		17	11
Huntington.....	1	10		10	1	53	42
Islip.....	2	4		4		35	30
Lindenhurst.....		12		9	2	249	229
Mattituck.....		2		2		23	23
New Suffolk.....	1						
Northport.....	2	13		10	43	141	163
Patchogue.....	2	20	2	21	11	236	210
Peconic.....		1		1		1	1
Pine Lawn.....		1		1		15	2
Port Jefferson.....	2	14		12	2	222	95
Promised Land.....	1	1			6	250	206
Riverhead.....	6	19		18	5	154	150
Ronkonkoma.....		1		1		5	
Sag Harbor.....	3	10		5	19	789	805
St. James.....	1	1		1		4	2
Sayville.....	1	6		4		29	22
Shelter Island.....	4						
Southtown.....		1				1	1
Smithtown Branch.....	2	2		2		19	7
Southampton.....	3	11		7	2	70	55
Southold.....	1	3		3		63	42
Stony Brook.....	1	2		1		9	9
Water Mill.....		1		1		2	1
West Deer Park.....		1		1		1	1
West Neck.....	1						
Wordenclyffe.....		1		1		20	20
SULLIVAN COUNTY.....							
		30		26	2	216	207
Liberty.....		10		8		45	44
Livingston Manor.....		8		5		50	42
Monticello.....		8		9	2	90	92
Roscoe.....		4		4		31	29
TIOGA COUNTY.....							
	8	63		60	46	973	1,005
Candor.....	1	5		6		144	144
East Waverly.....		1		1		3	1
Lockwood.....		2		1		6	3
Newark Valley.....		7		6	11	133	141
Owego.....	2	27		25	28	583	609
Richford.....	2	4		3	2	9	11
Waverly.....	3	17		18	5	95	96
TOMPKINS COUNTY.....							
	13	181	1	46	120	2,202	2,034
Brookton.....	1	3		1	1	7	6
Dryden.....		6		3	1	43	44
Etna.....	1	1				2	2
Forest Home.....		1				16	16
Freeville.....		5		2		11	10
Groton.....	2	14		5	15	154	169

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Suffolk-Tompkins Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
3	1	1					138	56	9	21	
1								2	4	2	
						5	6			3	
1	2	11					20	19	2	15	
2	26	6					23	7		8	
	1	111	28			3		224		29	2
		15	1					23		5	
43		30					107	7		14	
11	15	18	3			9	158	30	6	31	
							1			1	
2	1	1					62	2		3	
6								31		24	
5	3	40	2				39	200		3	
								106		20	
										2	
19	35	107	21				3	783		19	
	2	3	2				11	2		1	
								9	2	15	
							1			2	
2		1					6	1		2	
							30	23		15	
								42		5	
								9		2	
							1			1	
								1		2	
							20			1	
2	6	36					32	152	21	14	
	1	18					9	33	2	2	
	4							32	10	6	
2	1	17					23	67		6	
		1						20	9		
46	32	259	18			76	217	653	13	92	3
	3	65	1					142	2	9	
								1			
11	3	1	2				5	3			
								124	1	19	2
28	23	174	14			58	204	312	7	40	
2	1		1			1	2	5	1	3	1
5	2	19				17	6	66	2	21	
120	28	294	5			179	276	1,324	135	118	4
1								5			
1	1	11						43		7	
								2			
							16				
15	2	1				4		10		2	
		7						148	2	10	

Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
TOMPAKINS COUNTY—Continued.							
Halseyville.....		1				2	2
Ithaca.....	6	119	1	21	87	1,580	1,477
Fire arms.....		1			7	218	186
Salt.....		2			6	151	168
Lansing.....		1		1	5	115	120
Ludlowville.....		4		1	2	106	35
McLean.....	1	4		2		7	7
Malloryville.....	1						
Newfield.....		4		1		27	27
Slaterville.....		1				7	7
Trumansburg.....	1	16		10	9	124	111
Varna.....		1				1	1
ULSTER COUNTY.....							
	16	194		124	109	8,368	7,149
Binnewater.....		1			2	203	205
Chichester.....		1			2	102	104
East Kingston.....		9		3	1	943	932
Ellenville.....	3	11		10	3	248	236
Flatbush.....		5				363	361
Glasco.....		7		1		587	587
Highland.....		7		4		76	75
Kingston.....	9	111		90	74	3,738	2,734
Cigars.....		6		5	5	1,670	768
Shirts, etc.....		2		2	4	372	332
Car trucks.....		1			16	240	226
Kingston Point.....		1				236	236
Marlborough.....	1	6		5		112	102
Milton.....		2			1	83	84
Napanoch.....		6		5		121	77
Port Ewen.....		2		1		85	85
Rifton.....		3			4	432	328
Rosendale.....		3			10	432	442
Saugerties.....	2	16		4	10	500	500
Slide Mountain.....		1				22	9
Wallkill.....	1	2		1	2	85	52
WARREN COUNTY.....							
	13	121	1	73	135	3,952	3,571
Chesterstown.....	2	2		1	3	105	106
Dresden.....		1			1	17	18
French Mountain.....		1		2	1	11	12
Glens Falls.....	8	93	1	62	90	2,768	2,641
Graphite.....		1			2	56	56
Johnsburgh.....		1			2	45	47
Lake George.....	1	9		4	3	50	53
Luzerne.....		1			2	45	12
Queensbury.....		2			15	197	200
Warrensburg.....	2	10		4	16	658	422
WASHINGTON COUNTY.....							
	21	110		52	142	4,258	4,041
Battenville.....	1						
Cambridge.....	2	10		5	40	295	126
Center Falls.....		1				24	24
East Greenwich.....	2	1		1		2	1

## Tompkins-Washington Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
87	22	257	5			164	256	2 952	18	1 83	4
7	4							179			
5	3	8	4				4	147		6	4
5									115		
2		2						33			
								7		2	
								27		5	
								7			
9	3	16				11	4	87 1		8	
109	312	1,504	311	8		87	887	6,051	15	206	41
2	5		4				4	199		2	
2	2		1					102		2	1
1	47		14	1			12	919		5	6
3	15	26	7	1			7	226		10	2
	11		1	3			1	360		4	
	48		31	3			31	556		10	5
	8	4	4				4	71		19	4
74	110	1,091	215			84	752	1,809	15	107	17
5	14	613	151			48	150	565		1	
4	3	253	7				253	72			
16								240		1	
	10		2					236		1	2
	2	40	4				5	97		7	
1	5	28						83		2	
		13						73		1	
	6		3				3	82		2	3
4	11	104	9					324		5	
10	16		6				16	416		10	
10	14	193	10			3	48	439		15	1
	1							9		4	
2	1	5						50			
133	56	1,564	39	2		41	584	2,612	201	140	19
3		60						105		2	
1								17		2	
1								11		6	
88	31	1,238	29	1		41	487	1,901	124	81	11
2	1							56		3	
2								45		2	
3	2	23		1			26	21	3	26	
2								10			
15	21	19	9				9	176		3	7
16	1	224	1				62	270	74	15	1
127	21	1,042	12			76	153	2,894	791	70	
25		106					5	96		7	
									24		
								1			



Table III—Statistics of Factories Inspected: by Counties and Towns—Continued.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
WASHINGTON COUNTY—Continued.							
Easton.....		1			5	100	105
Fort Edward.....	4	16		6	7	671	650
Fort Miller.....		1			1	40	41
Granville.....		16		11	4	110	103
Greenwich.....	2	14		7	10	612	576
Middle Falls.....	1	6		1	3	146	149
Middle Granville.....		1			1	9	10
Salem.....	2	6		5	3	193	187
Sandy Hill.....	5	20		11	54	1,380	1,393
Shushan.....		2		2		46	46
Thomsons.....		1			4	120	124
Whitehall.....	2	14		3	10	510	506
WAYNE COUNTY.....	13	134		74	84	2,243	1,541
Clyde.....	1	10		6	2	71	59
East Williamson.....		1		1		14	9
Lyons.....	2	30		17	7	479	264
Macedon.....		3		2	14	184	197
Marion.....	2	6		4	3	172	73
Newark.....		30		14	30	728	488
Ontario.....	1	5		2	1	56	27
Palmyra.....	1	17		4	22	236	238
Sodus.....	1	17		15	4	121	57
Williamson.....	3	6		3	1	110	76
Wolcott.....	2	9		6		72	53
WESTCHESTER COUNTY.....	11	411	4	193	639	20,307	18,937
Ardley.....		2		1		5	5
Briarcliff Manor.....		3				32	32
Bronxville.....		2		1	5	124	129
Buchanan.....		1			5	202	207
Chappaqua.....		2		2		58	52
Chauncey.....		1			1	34	35
Croton Dam.....		2				2	2
Croton Falls.....		3			2	59	61
Croton-on-Hudson.....		5		2		211	202
Dobbs Ferry.....	1	9		8	5	58	59
George's Island.....		2				160	160
Golden Bridge.....		1		1		4	4
Harrison.....		2		2		1	1
Hastings.....		9		1	23	878	794
Hawthorne.....		1		1			
Irvington.....		4		1	14	152	156
Katonah.....		4		4		6	6
Larchmont.....		2		1		5	4
Mamaroneck.....		15		5	4	165	155
Manhattan Park.....		1		1		1	1
Montrose.....		1				34	33
Mount Kisco.....		7		4		29	21
Mount Vernon.....	2	56		30	48	995	956
Silverware.....		1			17	264	275
Lumber and house trim.....		5		2	20	192	213

## Washington-Westchester Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
5								20	80		
7	28	7	1			8	5	396	234	2	
1								40	40		
4		57				5		91	3	12	
10	10	381	5					555	11	10	
3								2	144	2	
1								9		2	
3		150						184		2	
54	61	186				57	129	1,023	130	16	
4		25						46		2	
10	22	130	6			6	14	471	120	1	
									5	14	
82	26	383	18			27	28	1,298	106	151	1
2		10				3		54		6	
6	3	84	2			20	10	153	75	28	
14								183		3	
3	6	28	4					70		9	1
29	16	157	11			4	15	423	17	33	
1								26		12	
22		18						212	4	19	
4		17					2	49	2	26	
1		53						75		4	
	1	16	1				1	44	8	10	
639	725	4,332	193	9	3	790	11,407	5,440	661	581	76
		16						5		4	
6	6	10	2				101	18	14	7	
5	11	3						23		3	
								202			
1	3	4		1			46	6		9	2
	1	8	5					34		4	5
2	2							2		5	
								56	4	5	
	9		1				25	177		9	
5	1	1				8		46		10	
	1							160			
	1							4		4	
								1		3	
23	36	102		1		8	645	48	70	14	
14	3		1				140	2		7	1
		2						2			
								4		10	
4	3	5	1			20	18	109	4	21	
								1		1	
	2	2						2			
	1							8			
48	38	140	25			252	400	258	2	89	14
11	18	51	6				264			4	2
20	9		1			198				7	

Table III—Statistics of Factories Inspected: by Counties and Towns—Concluded.

COUNTY AND TOWN. (With principal industries specified in each city.)	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
WESTCHESTER COUNTY—Continued.							
New Rochelle.....		28		17	30	695	611
<i>Printing</i> .....		5			77	374	332
North Tarrytown.....		7		4	33	427	368
Ossining.....		32		14	10	519	367
Peekskill.....	2	46	2	21	85	2,015	1,815
Pleasantville.....		6		3		26	26
Port Chester.....		21		9	74	1,444	1,414
Rye.....		4		2		18	18
Somers Center.....		1		1		2	2
Tarrytown.....	1	18		11	9	228	195
Tuckahoe.....	1	4		1	3	80	83
Valhalla.....		1		1			
Verplanck.....		5				417	382
White Plains.....	2	18	1	5	2	122	122
Yorktown Heights.....		4		3		8	8
Yonkers.....		81	1	36	336	11,091	10,449
<i>Carpets</i> .....		3			85	5,855	5,241
<i>Men's hats and caps</i> .....		5			44	2,308	2,151
<i>Sugar</i> .....		2			63	1,062	1,122
<i>Elevators and fire escapes</i> .....		2			106	623	723
WYOMING COUNTY.....	4	67		59	51	2,079	2,102
Attica.....		13		10	2	72	74
Castile.....	1	8		10	1	17	18
Perry.....		19		11	18	1,218	1,211
Portageville.....		1			2	10	12
Silver Springs.....	1	6		7	4	223	237
Warsaw.....	2	20		21	24	539	560
YATES COUNTY.....	21	52	19	62	13	761	528
Branchport.....	1	3	2	4		65	25
Dresden.....	2	1		1		3	3
Dundee.....	2	5		6		58	44
Italy Hill.....			1	1		15	9
Penn Yan.....	16	43	16	50	13	620	447

## Westchester-Yates Counties.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
30	9	144	13			43	455	83		27	7
17	5	108	6			315			2	1	1
33	9	7	4			4	317	14		7	4
10	12	44	5			68	190	90	9	27	3
35	72	95	18			58	213	1,503	6	64	2
						6		20			
74	63	86	7			2	733	578	27	42	1
		6						11	7	8	
								2		2	
9	7	91	5			16	35	125	10	19	3
3	1		1			45	7	28		7	1
	12		3				1	381		7	2
2	7	3	2			54		38	28	26	2
							3	5		7	
336	415	3,565	96			206	8,065	1,362	480	125	29
85	242	2,765	38				6,166			9	6
44	102	598	31	2			1,743	365		19	3
63	6							606	466		
106	12		1				617			7	1
51	46	866	25			26	58	1,899	68	102	2
2		33				6	12	53	1	9	
1							1	16		12	
18	21	649	19			19	19	1,151	4	26	
2									10	3	
4	17	53	2			1	2	220		13	
24	8	131	4				24	459	53	39	2
12		143				13	54	385	64	126	
		17						25		12	
								3		1	
		13				4		40		7	
		6						9		2	
12		107				9	54	308	64	104	

TABLE IV.—STATISTICS OF FACTORIES INSPECTED IN

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories inspected.		No. owners at work.	Largest number of employees in the year.		Total.
			Once.	More than once.		Office force.	Shops.	
ALBANY.								
I. STONE, CLAY AND GLASS PRODUCTS.								
1-b	Cut stone		1				4	4
4-a	Building brick	1	3		1	2	95	92
4-b	Terra cotta and fire clay products	1	3			5	114	117
5-a	Building glass		1		1	1	7	8
5-d	Bottles and jars	1						
	Total	3	8		2	8	220	221
II. METALS, MACHINES AND CONVEYANCES.								
1-a	Silver and plated ware		2		2		3	3
1-e	Jewelry, gold pens, etc.		2		2		8	6
2-b	Copper work		1		1		3	3
2-c	Brass and bronze castings		3		1	7	41	48
2-f	Sheet metal work		7		4	6	182	135
2-g	Metal goods, not elsewhere specified		3		2	2	22	24
3-b	Pig iron		1			2	50	52
3-d	Bridges and structural iron		2			4	200	129
3-g	Hardware not otherwise specified		1		1		3	3
3-h	Cutlery		2		1		7	6
3-i	Tools and dies		6		6	2	37	39
3-m	Metal beds and bed springs		1			5	66	71
3-n	Wire work, not elsewhere specified		1			1	8	7
3-p	Car wheels and railway equipment		1			2	45	47
3-r	Cooking and heating apparatus		5		3	32	683	725
3-t	Stationary engines, boilers, etc		2		3	2	46	44
3-u	Machinery not otherwise classified	2	8		5	5	59	51
3-v	Castings	1	5		1	9	158	158
4-a	Telegraph, telephone and fire-alarm apparatus		1			1	6	7
4-c	Dynamos, motors and electrical supplies		1			2	10	12
5-a	Carriages, wagons and sleighs	1	20		21	6	160	133
5-g	Railway repair shops		4			96	2,272	2,086
7	Agricultural implements		1			3	75	53
8-a	Professional and scientific instruments		1		1		6	6
8-c	Lamps, reflectors, stereopticons, etc.		1			2	4	6
8-e	Scales, meters, phonographs, etc.		1			5	225	230
	Total	4	83		54	194	4,389	4,086
III. WOOD MANUFACTURES.								
1	Saw mill products		4		3	2	24	26
2-a	House trim		8		4	9	208	188
2-b	Packing boxes, crates, etc.		3		1	3	55	57
2-c	Cigar and fancy wood boxes	1	3		1	4	23	27
3	Cooperage		2		1	2	5	5
4-c	Wooden toys and novelties		3		2	3	71	73
4-e	Other articles and appliances of wood		3		3		15	13
5-a	Furniture and upholstery		12		9	3	77	72
5-b	Caskets		1		1		2	2
5-c	Store, office and kitchen fixtures		3			4	44	48
5-e	Other cabinet work		6		2	5	78	66
6	Pianos, organs, etc.		3		2	2	38	40
7-d	Articles of cork		1		1		1	1
	Total	1	52		30	37	641	618

## FIRST AND SECOND CLASS CITIES: BY INDUSTRIES.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
2							4	90			
5	1		1				5	107			
1							7			1	
8	1		1				16	197		1	
		1					2	1		3	
							8			1	
7							3				
							41			3	
6	1	40	1			18	10	101		3	
2							20	2		2	
2								50			
4							125			1	
2								3			
5		7					21	16		6	
								66		4	
1								6			
2								45			
32	10		5				61	632		4	1
2							42			1	
5							41	5		5	
9							149			2	
1											
2								6			
6	1							10		1	
96							108	19		4	
3						1,904	19	67		7	
								50			
							6				
2	1						4				
5							225				
194	13	48	6			1,922	885	1,085		47	1
2	2							24		1	
9	21	1	2			24	37	118		14	
2		2	1				1	54		2	
4	2	12	1				6	17		5	2
2							1	2		1	
3	6	14	1				4	66		1	
	1						3	10		1	
1		24					53	18		6	
							2				
4		2					3	41		2	
5							24	37		8	
2							38				
							1				
34	32	55	5			24	173	387		41	2

Table IV—Statistics of Factories Inspected in First and Second Class Cities: By Industries—

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		Total.
			Once.	More than once.		Office force.	Shops.	
IV. LEATHER AND RUBBER GOODS.								
2	Furs and fur goods		2		1		21	9
3-b	Saddlery and harness		4		4		7	7
3-d	Boots and shoes		2		1	3	63	66
3-f	Fancy leather goods		1			1	7	8
4	Rubber and gutta percha goods		3		3	2	12	14
Total			12		9	6	110	104
V. CHEMICALS, OILS, PAINTS, ETC.								
1-a	Proprietary medicines		2		2	1	4	5
1-b	Sodas and other alkalies		2			7	133	140
1-d	Other chemicals and drugs	2	1			6	92	96
3	Wood alcohol and essential oils		1		1		12	12
5	Mineral oil products		2			8	38	31
6	Soap, perfumery and cosmetics		1		1		4	4
7-c	Glue, mucilage, etc	1						
Total			3	9	4	22	283	290
VI. PAPER AND PULP.								
1	Rags and paper stock		4			5	63	64
VII. PRINTING AND PAPER GOODS.								
2-a	Paper boxes and tubes		4		1	4	79	83
2-b	Paper bags and sacks		1			3	10	13
2-c	Other paper goods		3			16	228	244
3-a	Printing and publishing	2	35		16	117	1,728	1,740
3-b	Bookbinding and blankbook making	2	7	1	7	2	78	74
3-c	Lithographing and engraving		8		6	8	79	87
5	Photography		1			2	7	9
Total			4	59	1	30	152	2,258
VIII. TEXTILES.								
2-b	Felt goods		1			1	22	23
2-c	Woolens and worsteds		2		1	4	42	46
4	Hosiery and knit goods		3			7	532	539
Total			6		1	12	596	606
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.								
1-a	Tailoring	13	74		70	11	392	389
1-b	Shirts, collars and cuffs		9			36	1,630	1,622
2-a	Dress making		19	1	12	17	247	256
2-b	Women's white goods		2		2	1	37	37
2-c	Corsets, garters, etc.		1		1		3	3
3	Men's hats and caps	1	5		7	1	25	21
4-a	Artificial feathers and flowers		1				5	1
4-b	Millinery	1	21		11	15	217	217
5-a	Banners, flags, quilts, etc.		2		1		7	5
5-b	Awnings, tents, sails, etc		2		3		9	9
5-c	Umbrellas and parasols		1		1		2	2
6-a1	Laundries (non-Chinese)	3	17	3	13	19	351	364
6-a2	Chinese laundries	3	7		7		7	7
6-b	Cleaning and dyeing	2	9		9	2	28	30
Total			23	170	4	137	102	2,960

## REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.123

Continued.

Albany.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops)	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
		5					9				1
							4				
3	1	30	1				1	3		1	1
1		3					7	62			
2						5	7				
6	1	38	1			5	28	65		2	1
1							4			1	
7	17	20	9				13	120		1	
6	4	8	2				92			2	
	3		2				2	10			
8		1					8	15		1	
								4			
22	24	29	13				119	149		5	
5		18						59		1	
3	1	57	4				25	54		3	
3		7					10				
16	5	84	4				12	216		3	
117	20	446	9				1,632			38	5
2	5	29	1			25	47			11	1
8	2	24	2				79			5	
2	1						7				
151	34	647	20			25	1,812	270		60	6
1		10						22			
4		9						15		1	
7		434	4					497	27	3	2
							35				
12		453	4								
							35	534	27	4	2
8	2	151	3				27	354		40	2
35	5	1,470	21				409	1,178		11	1
16		185					170	70		11	
		32						37		2	
	1	1	1					3			
1		7					9	11		4	
								1			
15		177	4				161	41		10	4
		4					5				
		5					9			2	
							2				
18		262	1				148	198		19	
								2	5	6	
2		3					11	17		6	
96	8	2,207	30				951	1,912	5	111	7



Table IV—Statistics of Factories Inspected in First and Second Class Cities: By Industries—

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	
Total.								
ALBANY—Continued.								
X. FOOD, LIQUORS AND TOBACCO.								
1-a.....	Grain handling and milling.....	1	2			4	13	17
1-c.....	Fruits and vegetables, canning and preserving.....		1	1			5	5
1-d.....	Coffee and spice roasting and grinding.....		4			12	38	50
1-e.....	Groceries not otherwise specified.....		2	1		4	13	15
2.....	Provisions.....	1	5		4	2	13	15
3.....	Dairy products.....		1	1	1	2	5	7
4-b.....	Crackers and biscuits.....		1			9	82	91
4-c.....	Bread and other bakery products.....	6	76	2	70	8	240	238
4-d.....	Confectionery and ice cream.....	3	24		18	4	263	197
5-c.....	Mineral and soda water.....	1	9		11	1	35	36
5-e.....	Malt liquors.....		10	1	1	42	295	337
5-f.....	Vinous and distilled liquors.....		1			6	12	18
6-a.....	Tobacco and snuff.....		1			4	44	48
6-b.....	Cigars.....	6	52		52	10	514	507
6-c.....	Cigarettes.....	1						
Total.....		19	190	3	159	108	1,572	1,581
XI. WATER, LIGHT AND POWER.								
1.....	Water.....		1			1	22	23
2.....	Gas.....		2			3	35	38
4.....	Electric light and power.....	1	2			5	23	25
5.....	Steam heat and power.....		1			2	2	2
Total.....		1	6			11	82	91
XII. BUILDING INDUSTRY.								
A.....	Carpenters' shops.....		5		4	3	53	47
C.....	Plumbers' shops.....	1	5		1	5	51	52
Total.....		1	10		5	8	104	99
Total—Albany.....		59	609	8	431	665	13,229	12,983
BUFFALO.								
I. STONE, CLAY AND GLASS PRODUCTS.								
1-a.....	Crushed stone.....		2			4	15	19
1-b.....	Cut stone.....		4	1		2	301	248
2-a.....	Asbestos, graphite, etc.....	1	1	2			5	5
2-b.....	Abrasives.....		1	1			3	3
3-a.....	Asphalt.....		2			2	49	51
3-b.....	Cement and lime.....		1			2	38	9
3-c.....	Plaster, wall and land.....		4	2		2	44	46
3-d.....	Sifted sand.....		1			2	14	16
3-e.....	Artificial stone.....		2				22	20
4-a.....	Building brick.....		5			5	312	317
4-b.....	Terra cotta and fire clay products.....		2			3	52	55
4-c.....	Pottery products.....		1			6	204	210
5-a.....	Building glass.....		5	1	4	4	107	94
5-b.....	Beveled glass and mirrors.....	1	1	2			6	1
5-c.....	Pressed, blown and cut glassware.....	1	4			1	121	99
5-e.....	Cleaning and packing bottles.....		1				2	2
Total.....		3	37	1	12	33	1,295	1,195

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.125

Continued.

Albany-Buffalo.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
4								13		2	
	1							5		1	
12		3				19	13	6		1	
4							11			2	
2							4	9		6	
2							5			1	
9	1	29						82		2	
6	5	52	1	1			9	223		77	1
3		86					10	184		10	
1								35		3	
42						29	39	227		3	
6							12				
4	4		1				44			1	1
9	6	160	2			376	112	10		22	
104	17	330	4	1		424	259	794		131	2
1						22					
3								5	30	1	
5									23	1	
								2			
9						22		7	53	2	
3							44			2	
5						39	8			2	
8						39	52			4	
648	130	3,915	84	1		2,461	4,330	5,459	85	409	21
4								15		4	
2	1	58				79		167		1	
	1	3					5			1	
2								3			
								49		6	
2								7			
2								44		5	
2								14			
								15		4	
5	29		10	1		56	256			5	5
3	4		1					15	37	2	1
6	25	85	11					204		5	4
4	1	36						90		5	
1	4	4						1			
							34	64		3	
								2			
33	65	186	22	1		135	609	418		41	10

Table IV—Statistics of Factories Inspected in First and Second Class Cities: By Industries—

Industry number.	CITY AND INDUSTRY.	Closed, burned removed, etc.	Factories Inspected.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	
Total.								
BUFFALO—Continued.								
II. METALS, MACHINES AND CONVEYANCES.								
1-e.....	Jewelry, gold pens, etc.....		15		11	26	294	314
2-a.....	Smelting and refining.....		1			5	55	60
2-b.....	Copper work.....		5		2	9	297	261
2-c.....	Brass and bronze castings.....	1	9		3	3	111	114
2-d.....	Gas and electric fixtures.....		2		1		8	8
2-e.....	Brass and bronze ware, not elsewhere specified.....		4		2	2	50	51
2-f.....	Sheet metal work.....	4	38	1	12	64	1,614	1,593
2-g.....	Metal goods, not elsewhere specified.....	1	9	3	5	5	123	128
3-b.....	Pig-iron.....		3		1	6	560	566
3-c.....	Rolling mills and steel works.....		3		5	5	208	175
3-d.....	Bridges and structural iron.....		2			32	213	245
3-g.....	Hardware, not elsewhere specified.....	1	10	1	9	2	154	156
3-h.....	Cutlery.....		3		2		9	9
3-i.....	Tools and dies.....		10		3	20	168	178
3-k.....	Fire arms.....		1				4	2
3-m.....	Metal beds and bed-springs.....		3			13	237	250
3-n.....	Wire work.....		7		3	12	206	207
3-p.....	Car wheels and railway equipment.....		3	1	1	23	658	681
3-q.....	Architectural and ornamental iron work.....	1	6		1	5	127	132
3-r.....	Cooking and heating apparatus.....	2	6		1	12	384	396
3-s.....	Typewriting and registering machines.....		1				8	8
3-t.....	Stationary engines, boilers, etc.....	2	19	1	8	70	1,617	1,625
3-u.....	Machinery, not otherwise classified.....	2	45	2	18	142	1,918	1,830
3-v.....	Castings.....	2	12		3	13	1,120	1,065
4-a.....	Telegraph, telephone and fire-alarm apparatus.....		4			4	132	133
4-c.....	Dynamos, motors, and electrical supplies.....	1	5	2	1	21	168	154
5-a.....	Carriages, wagons and sleighs.....	3	35		23	5	257	243
5-c.....	Cycles.....	1	6		2	11	242	253
5-d.....	Motor vehicles.....	4	14		4	40	788	828
5-e.....	Cars.....		2			44	1,640	1,222
5-g.....	Railway repair shops.....		7			71	3,084	3,135
6.....	Boat and ship building.....		3		1	20	1,408	493
7.....	Agricultural implements.....		6	1	3	75	756	657
8-a.....	Professional and scientific instruments.....		4			3	65	68
8-b.....	Optical and photographic apparatus.....		3	1		5	83	77
8-c.....	Lamps, reflectors, stereopticons, etc.....		1	1		7	117	124
8-e.....	Scales, meters, phonographs, etc.....		4			17	151	168
Total.....			25	311	14	125	792	17,608
III. WOOD MANUFACTURES.								
2-a.....	House trim.....	2	22	1	11	86	1,700	1,656
2-b.....	Packing boxes, crates, etc.....		2		2	2	66	68
2-c.....	Cigar and fancy wood boxes.....		7		5	1	42	42
3.....	Cooperage.....	1	11	1	5	5	223	228
4-c.....	Wooden toys and novelties.....		5		6		21	19
4-e.....	Other articles and appliances of wood.....	2	15	5	10	13	413	402
5-a.....	Furniture and upholstery.....	2	31	1	14	21	1,413	1,433
5-b.....	Caskets.....		3			1	53	54
5-c.....	Store, office and kitchen fixtures.....	1	5		1	1	73	72
5-d.....	Mirror and picture frames.....		11		2	5	191	171

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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Continued.

Buffalo.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
26	31	32	7				288			12	2
5								55			
9	4	42					4	248		3	
3	2						13	98		8	
	1					6	2			1	
2	3	4	2			1	18	30		4	1
64	206	134	36			123	233	1,173		23	15
5	15	23	4	1			10	113		21	3
6								10	550		
5								170			
32	10		1				1	212		1	
2	11	26	4				15	139		7	1
	3		1				1	8		1	
20	3	7	2				39	119		7	2
							2				
13	10	30	3				10	227		13	1
12	28	56	16				7	188		18	
23	3							658		1	
5	9		2				37	90		8	1
12	16		1			10	7	367		3	1
								8			
70	13					19	155	1,381		15	
139	31	2	4				408	1,283		39	3
13	6		1				125	927		9	
4	14		1				6	123		1	
21	3					2	61	70		10	
5	5	2	1				6	232		9	
11	6	28	1				4	237		5	
40	18		8				18	750	20	21	2
34	9	16	4				1,008	180		1	
71	27						1,125	1,939		1	
12	3					18	453	10		3	
75	8						549	33		12	
3	4	3	2				7	58			
4	1	3					73			9	
7	10		2				7	110		6	
17							28	123		1	
770	513	408	98	1		179	4,728	11,361	570	273	32
86	142		18				450	1,120		27	6
2	18		4				36	30		5	1
1	8	18	3				21	20		1	1
5	25		12				12	211		11	12
	4	1	1			13	3	3		3	
11	23	28	9				41	350		32	2
21	155	30	28			3	70	1,338		28	5
1	2	3					43	10			
1	9		5				7	64		1	
5	12	16	7			2	102	62		6	

Table IV—Statistics of Factories Inspected in First and Second Class Cities: By Industries—

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
BUFFALO—Continued.								
III. WOOD MANUFACTURES—Continued.								
5-e.....	Other cabinet work.....		4	1	4	3	253	256
6.....	Pianos, organs, etc.....		5			11	294	288
7-c.....	Brooms.....		3		4		8	8
	Total.....	8	124	9	64	149	4,750	4,696
IV. LEATHER AND RUBBER GOODS.								
1.....	Leather.....		4			16	666	682
2.....	Furs and fur goods.....	1	6		3	1	56	51
3-a.....	Belting, washers, etc.....	1	4			5	84	88
3-b.....	Saddlery and harness.....	1	12		6	5	125	119
3-c.....	Traveling bags and trunks.....		6		1	4	150	152
3-d.....	Boots and shoes.....	1	22	1	18	15	675	688
3-e.....	Gloves and mittens.....	1	3		1	6	55	61
3-f.....	Fancy leather goods.....		1			2	55	30
4.....	Rubber and gutta percha goods.....		8		3	14	267	263
5-a.....	Pearl buttons, handles, etc.....	1						
5-b.....	Articles of horn, bone, tortoise shell, etc.....			1		4	120	121
5-c.....	Brushes.....	1	2		2		10	10
5-d.....	Mattresses, pillows, etc.....	1	3		2		18	18
	Total.....	8	71	2	36	72	2,281	2,283
V. CHEMICALS, OILS, PAINTS, ETC.								
1-a.....	Proprietary medicines.....		9		2	19	428	356
1-b.....	Sodas and other alkalies.....		2				9	9
1-d.....	Other chemicals and drugs.....	1	5			17	382	399
2-a.....	Paints, varnish, etc.....		8		1	16	147	163
2-b.....	Dyes, colors and inks.....		6		1	16	239	240
3.....	Wood alcohol and essential oils.....	1	9		2	34	406	214
4.....	Animal oil products.....		6			12	102	114
5.....	Mineral oil products.....		5		1	8	391	399
6.....	Soda, perfumery and cosmetics.....		10		6	722	1,299	1,956
7-b.....	Starch.....		1			3	179	124
7-c.....	Glue, mucilage, etc.....		1			1	21	22
7-d.....	Fertilizers.....		1			16	185	201
	Total.....	2	63		13	864	3,788	4,197
VI. PAPER AND PULP.								
1.....	Rags and paper stock.....		17	1	4	29	448	426
VII. PRINTING AND PAPER GOODS.								
1.....	Type and printers' materials.....		2		2		4	4
2-a.....	Paper boxes and tubes.....	1	10	2	9	11	524	527
2-c.....	Other paper goods.....		4			8	193	161
3-a.....	Printing and publishing.....	12	78		46	345	2,097	2,381
3-b.....	Bookbinding and blank book making .....		7		8	3	104	93
3-c.....	Lithographing and engraving.....		10	1	1	46	803	838
3-d.....	Games and novelties.....		1		3	2	25	27
4.....	Wall paper.....		1			16	185	201
	Total.....	13	113	3	69	431	3,935	4,232
VIII. TEXTILES.								
1.....	Silk and silk goods.....		2	1	2		144	144
2-a.....	Carpets and rugs.....		2		1	2	28	24
6.....	Flax, hemp and jute manufactures.....		1			1	3	4
	Total.....		5	1	3	3	175	172

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.129

Continued.

Buffalo.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certifi- cate ordered dis- charged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
3	16		6				2	251		3	1
11	2	15					164	113		3	
	1						2	6		1	
147	417	111	93			18	953	3,578		121	29
16	51	50	6				39	627		5	2
1	1	33	1				50			2	
5	16	15	4				51	32		1	
5	4	13	1				52	62		3	1
4	10	24	2				1	147		2	
15	71	259	25				128	545		17	3
6	1	31	1			19	36			2	
2	1	19						28			
14	2	4	1			2	20	227		4	
4	4	70	4				4	113		4	1
	3		1				1	9		3	
		2					18			2	
72	164	520	46			21	400	1,790		45	7
19	5	249				9	322	6		1	
	1	4	1			3	3	3			
17	4	20	3			10	22	350		5	3
16	3	12	1			2	58	87		7	1
16	8	28					25	199		6	
34	1	6	1				10	160	10	2	1
12		7	1				2	100		7	1
8							380	11			
707	118	320	14	1			884	365		6	3
3	26	47	5	2			73	48		1	2
1								21			
16								185			
849	166	693	26	3		24	1,779	1,535	10	35	11
29	6	264	10			16	88	293		16	7
11	39	374	35				4				
8	4	107					276	240		28	13
344	121	320	50			445	29	124		3	
							1,568	24		65	28
3	7	53					65	25		4	
46	42	275	10			37	755			13	3
2		21				21		4		3	
16	10						185				
430	223	1,150	95			503	2,882	417		116	44
	5	99	14			12	12	120		2	8
2	6	6	2				6	16		6	
1		3					3			1	
3	11	108	16			12	21	136		9	8

Table IV—Statistics of Factories Inspected in First and Second Class Cities: By Industries—

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER Total.
			Once.	More than once.		Office force.	Shops.	
	<b>BUFFALO—Continued.</b>							
	<b>IX. CLOTHING, MILLINERY, LAUNDRY, ETC.</b>							
1-a.....	Tailoring.....	9	138	3	124	40	1,540	1,450
1-b.....	Shirts, collars and cuffs.....	1	8		4	3	113	111
1-d.....	Suspenders and other furnishing goods..	1						
2-a.....	Dress making.....	4	36	3	30	8	937	857
2-b.....	Women's white goods.....	1	1			1	100	69
2-c.....	Corsets, garters, etc.....		1		1		3	3
3.....	Men's hats and caps.....	1	6	1	5	4	111	101
4-b.....	Millinery.....		24	2	11	2	427	328
5-a.....	Banners, flags, quilts, etc.....		4		4		13	12
5-b.....	Awnings, tents, sails, etc.....		5		6		18	15
6-a1.....	Laundries, (non-Chinese).....	1	29		15	33	1,071	1,101
6-a2.....	Chinese laundries.....	3	25		27		25	25
6-b.....	Cleaning and dyeing.....		11		9	3	45	47
	<b>Total.....</b>	<b>21</b>	<b>288</b>	<b>9</b>	<b>236</b>	<b>94</b>	<b>4,403</b>	<b>4,119</b>
	<b>X. FOOD, LIQUORS AND TOBACCO.</b>							
1-a.....	Grain handling and milling.....	2	16			29	892	890
1-c.....	Fruits and vegetables, canning and pre-serving.....	1	1			2	4	6
1-d.....	Coffee and spice roasting and grinding.....		7		2		28	28
1-e.....	Groceries, not otherwise specified.....		4		1	9	35	44
2.....	Provisions.....		15		1	87	1,164	1,251
3.....	Dairy products.....		2		1	2	11	9
4-a.....	Macaroni and other food pastes.....		2	1	1	2	32	30
4-b.....	Crackers and biscuits.....		3		2	7	76	83
4-c.....	Bread and other bakery products.....	6	146	1	133	41	1,122	1,155
4-d.....	Confectionery and ice cream.....	3	24		7	22	1,098	773
5-a.....	Artificial ice.....		1			2	14	16
5-b.....	Cider, grape juice, etc.....	1						
5-c.....	Mineral and soda water.....		10		3	10	57	65
5-d.....	Malt.....	2	7			3	114	85
5-e.....	Malt liquors.....	1	26	1	2	31	543	561
5-f.....	Vinous and distilled liquors.....		10	1	6	9	53	59
6-b.....	Cigars.....	5	44	1	40	6	430	424
6-c.....	Cigarettes.....		1				3	3
	<b>Total.....</b>	<b>21</b>	<b>319</b>	<b>5</b>	<b>199</b>	<b>262</b>	<b>5,676</b>	<b>5,482</b>
	<b>XI. WATER, LIGHT AND POWER.</b>							
2.....	Gas.....		1				200	200
4.....	Electric light and power.....		3			2	20	22
	<b>Total.....</b>		<b>4</b>			<b>2</b>	<b>220</b>	<b>222</b>
	<b>XII. BUILDING INDUSTRY.</b>							
a.....	Carpenters' shops.....		1			2	35	37
b.....	Paint shops.....	2	2		4		13	13
c.....	Plumbers' shops.....	1	7			2	35	37
	<b>Total.....</b>	<b>3</b>	<b>10</b>		<b>4</b>	<b>4</b>	<b>83</b>	<b>87</b>
	<b>XIII. WAREHOUSING.</b>							
	Warehousing and cold storage.....		1				4	4
	<b>Total—Buffalo.....</b>	<b>104</b>	<b>1,363</b>	<b>45</b>	<b>765</b>	<b>2,735</b>	<b>46,092</b>	<b>44,723</b>

Continued.

Buffalo.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
36	24	735	41	2		5	1,119	290		113	24
3	3	92	8				107	1		8	
6	7	729	11			22	792	37		50	5
1		60					68				
4	4	46	1				3				
2	2	244	3				78	19		9	
	3						298	28		29	
		5				4	8			2	
		9					6	9			
32	10	829	9	1		36	428	605		50	4
		6				1	4	13	7	24	
3	2	11	2				21	23		10	1
87	55	2,769	75	3		68	2,932	1,025	7	295	34
29	13	254	2					731	130	15	1
2		2				4				1	
	1	8	1			3	16	9		1	
9	1	20				3	23	9		2	
87	25	81	5				6	1,158		18	2
2		3				3	2	2		1	
2	2							28		4	
7		38					5	71			
39	38	288	7			17	104	995		87	3
22	24	482	19				149	602		31	7
2								14			
10		18					22	33		2	
3								70	12	4	
31	9		1				398	132		11	
9		3						33			
6	40	63	15			380	17	13		13	2
		2						3			
260	153	1,262	50			410	767	3,903	142	190	15
2								18	200	5	
2								18	202	5	
2								35		1	
2	1		1			10	3	6		3	
4	1		1			23	6				
						33	6	44		4	
							4				
2,686	1,774	7,471	532	8		1,419	15,169	24,518	931	1,150	197



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY.								
I. STONE AND CLAY PRODUCTS.								
1-a.....	Crushed stone..... (b)	7	134	5	75	176	40	30
1-b.....	Cut stone.....	6	74	4	61	124	5,436	4,353
	a	1	41	1	10	26	3,243	2,789
	b	1	16		4	24	871	719
	c		3			2		
[1-c.....	Hones, slates, mosaics, etc.....		5		5	2	41	66
	a		3		4		16	36
	b		1				20	18
	c		1		1	2	6	7
2-a.....	Asbestos, graphite, etc.....	1	19	1	3	37	905	854
	a	1	13			9	223	218
	b		4	1	3	26	638	688
	c		1			1	36	37
	d		1			1	10	11
2-b.....	Abrasives.....		5			6	98	94
	a		3			3	28	22
	b		2			3	70	72
3-a.....	Asphalt.....	2	9	1	2	25	600	502
	a	1	3		2	7	121	108
	b		3	1		10	139	144
	c		3			8	340	280
3-b.....	Cement and lime.....		2				12	9
	a		1				6	6
	b		1				6	3
3-c.....	Plaster, (wall and land).....	1	2	2	1	4	526	428
	a	1	1	2	1		32	32
	d		1			4	494	396
3-d.....	Sifted sand.....		2			1	6	7
	a		1			1	2	3
	d		1				4	4
3-e.....	Artificial stone.....	1	5	1	3	1	73	55
	a	1	2	1	1	1	54	33
	b		2		1		8	6
	c		1		1		11	11
3-f.....	Plaster casts and ornaments.....	5	62	2	42	30	922	565
	a	5	58	2	37	23	823	438
	b		5		5		60	36
	c		1			2	39	41
4-a.....	Building brick.....		6	1	2	4	299	286
	a		3	1	2	2	32	29
	d		3			2	267	267
4-b.....	Terra cotta and fire clay products.....	5	25		13	44	873	753
	a	5	19		13	21	158	140
	b		4			6	165	131
	c		1			9	250	221
	d		1			9	300	261
4-c.....	Pottery products.....	1	16		16	65	369	376
	a	1	11		10	62	292	238
	b		2		4	3	36	37
	c		2		2		23	23
	d		1				18	18

New York City.

OF EMPLOYERS AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYERS (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Militarize.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
175	27	5	2			3,665	394	30		2	
124	12	5				2,434	165	119		163	2
25	5					603	184	68		89	
24	10					710	45	7		40	2
2		4				18		46		28	
2						24	10			6	
						6	5			5	
										1	
2		4				18				3	
37	18	166	8				5			1	
9	10	87	3			40	212	565		34	5
						35	174			20	
28	6	75	5			5	38	519		10	5
1	2	4						36		3	
1								10		1	
6	10	10	3			17	5	66			
3		10				17	2				
3	10		3				3	68			
24		5					24	454		12	
7							6	95		2	
10		5						134		5	
7								225		5	
								9		1	
								6			
								3		1	
4	8	18					45	379		3	
4							27	5		2	
4	8	18					18	374		1	
1						6					
1						2				2	
1						4				1	
1	3		1			41	2	11		8	
1	1					37				2	
1	1		1			4	2			4	
1	1							11		2	
29	12	2	3			322	95	111	8	79	2
27	11	2	2			304	78	71	8	75	2
						18	16	2		2	
2	1		1				1	38		2	
4	5	6	3	1			15	267		20	
2	1	6	2				15			7	
2	4		1	1				255		13	
44	22	20	3			281	356	92		35	2
21	9	20	3			45	43	51		30	2
5	1					4	61	61		1	
9	12					212				2	
9							252			2	
65	22	54	25	2		1	230	80		20	6
62		35	17			1	209	26		15	1
3	20	1	1				1	33		1	1
	1	9					20	3		1	
	1	9	7	2				18		3	4

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER Total.	
			Once.	More than once.		Office force.	Shops.		
NEW YORK CITY—Continued.									
I. STONE AND CLAY, ETC.—Continued.									
5-a.....	Building glass.....	3	46	2	16	87	1,129	1,141	
	a.....	2	45	1	14	87	1,063	1,094	
	b.....	1	5	1	2		66	47	
5-b.....	Beveled glass and mirrors.....	1	24	3	15	98	910	972	
	a.....	1	21	3	14	98	890	952	
	b.....		2		1		11	11	
	d.....		1				9	9	
5-c.....	Pressed, blown and cut glassware.....	2	47	1	36	36	1,376	1,328	
	a.....		35		19	25	545	506	
	b.....	1	10	1	10	6	753	744	
	c.....	1	2		1	5	73	73	
5-d.....	Bottles and jars.....	1	7		6	5	678	683	
	a.....		6		5	2	78	80	
	b.....		1		1	3	600	603	
	c.....	1							
5-e.....	Cleaning bottles.....		9		6		58	45	
	a.....		6		5		39	26	
	b.....		3		1		19	19	
Total—Group I.....			30	426	19	241	621	14,351	12,517
II. METALS, MACHINES & CONVEYANCES.									
1-a.....	Silver and plated ware.....	6	65		36	174	1,828	1,743	
	a.....	6	61		33	156	1,487	1,461	
	b.....		4		3	18	541	282	
1-b.....	Gold and silver refining..... (a)	1	8		2	9	70	74	
1-c.....	Gold and silver leaf.....		19	1	15	8	227	270	
	a.....		12		11	8	222	210	
	b.....		7	1	4		65	60	
1-d.....	Gold and silver watch-cases.....	2	19	2	24	35	630	579	
	a.....	2	16	1	19	16	149	161	
	b.....		3	1	5	19	481	418	
1-e.....	Jewelry, gold pens, etc.....	32	297	4	219	481	4,109	3,992	
	a.....	31	285	4	207	478	3,948	3,831	
	b.....		12		12	3	163	161	
	d.....	1							
1-f.....	Lapidary work.....	30	108	1	89	140	1,188	1,152	
	a.....	29	106		86	137	1,044	1,020	
	b.....	1	2	1	3	3	144	132	
2-a.....	Smelting and refining.....	2	17		3	34	1,395	1,404	
	a.....		11		3	21	164	173	
	b.....	1	4				26	26	
	c.....		1			10	1,145	1,155	
	d.....	1	1			3	60	45	
2-b.....	Copper work.....		26		22	14	377	306	
	a.....		18		11	10	290	233	
	b.....		7		10	4	86	72	
	d.....		1		1		1	1	
2-c.....	Brass and bronze castings.....	3	34	2	29	9	451	412	
	a.....	1	20	2	22	6	294	270	
	b.....	2	11		7	1	121	113	
	c.....		3			2	36	29	
2-d.....	Gas and electric fixtures (brass).....	1	58	4	39	84	2,505	2,235	

## REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.135

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
87	19	126	9		1	464	554	36		50	5
87	16	125	8		1	456	541	31		46	4
98	3	1	1			29	13	6		5	1
98	13	35	7			121	688	65		35	6
98	12	32	7			121	684	49		31	6
	1	3					4	7		4	
36	100	82	27			93	319	806	74	55	9
25	23	63	12			31	245	205		41	8
6	66	16	11				63	601	74	13	1
5	11	3	4			62	11			1	
5	107	23	24				667	11		9	
2	7	23	4				67	11		5	
3	100		20				600			4	
		2				2	2	41		19	
		2				2	2	22		17	
								19		2	
618	366	558	115	3	1	5,057	3,618	3,142	82	552	37
174	69	166	16			8	1,073	488		67	2
158	64	151	16			8	1,073	224		66	2
18	5	35						264		1	
9	2	3	1			19	46			6	1
8	5	99	8			63	153	46		25	1
8	2	72	1			63	127	12		13	1
	3	27	7				26	54		12	
34	12	33	5			6	347	192		29	2
16	2	8	1			6	126	13		22	1
18	10	25	4				221	179		7	1
481	164	394	78	1		281	2,647	583		299	24
478	168	394	76	1		267	2,672	514		288	22
3	6	30	2			14	75	69		11	2
140	33	77	17			310	690	12		48	1
137	33	77	17			260	621	12		47	1
3						60	69			1	
34	1					8	1,256	64	42	17	
21	1					8	106	43		10	
							5	21		3	
10							1,145			2	
3									48	2	
14	12	4	1			25	218	49		29	1
10	6					25	169	29		23	
4	6	4	1				48	20		6	1
							1			1	
9	13		1			21	291	88	3	30	1
6	5					10	199	52	3	19	
1	3					11	84	17		8	
2	5						8	19		3	1
83	93	42	23			24	1,223	905		135	13

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
II. METALS, MACHINES AND CONVEYANCES—Continued.								
	a	1	45	4	28	75	1,966	1,791
	b		12		11	8	536	440
	c		1			1	3	4
2-e.....	Brass and bronze ware not elsewhere specified.....	6	119	11	84	158	3,458	3,235
	a	6	105	9	66	147	2,972	2,763
	b		13	2	18	11	469	461
	c		1				17	11
2-f.....	Sheet metal work.....	25	304	14	194	519	12,503	11,021
	a	23	230	9	146	339	3,887	3,506
	b	1	68	5	47	155	5,747	4,666
	c		1		1	25	2,869	2,849
2-g.....	Metal goods not elsewhere specified.....	11	130	13	92	155	3,133	2,981
	a	2	111	12	76	150	2,775	2,675
	b	2	17	1	15	5	337	290
	c		2		1		21	16
	d	1						
3-c.....	Rolling mills and steel works.....		9		7	39	1,314	1,353
	a		5		6	10	686	686
	b		4		1	29	628	657
3-d.....	Bridges and structural iron.....	1	16		5	82	879	821
	a	1	13		5	21	264	272
	b		2			5	81	80
	c		1			56	534	469
3-g.....	Hardware, not elsewhere specified.....	4	46	4	32	61	1,449	1,359
	a	4	32	4	24	53	1,016	984
	b		14		8	8	433	375
3-h.....	Cutlery.....	1	24		21	14	250	255
	a	1	23		20	14	250	255
	b		1		1			
3-i.....	Tools and dies.....	7	70	1	72	41	741	648
	a	4	58	1	55	22	547	465
	b	3	10		16	18	162	165
	c		2		1	1	32	28
3-k.....	Fire arms.....	(a)	2		1		6	5
3-m.....	Metal beds and bed-springs.....	1	28	1	6	51	818	742
	a		23	1	5	40	593	550
	b	1	4		1	11	203	170
	c		1				22	22
3-n.....	Wire work (hat frames, etc.).....	6	140	5	76	108	2,972	2,566
	a	4	123	5	64	96	2,549	2,243
	b	1	16		11	12	421	323
	c	1	1		1		2	
3-p.....	Car wheels and railway equipment.....	(a)	3		2	6	104	107
3-q.....	Architectural and ornamental iron work.....	11	149	6	79	213	5,083	4,065
	a	8	120	5	62	148	3,072	2,502
	b	2	23		11	23	942	880
	c	1	5	1	5	42	1,066	700
	d		1		1		3	3
3-r.....	Cooking and heating apparatus.....	2	34	2	23	75	1,514	1,420
	a	2	28	1	13	58	1,130	1,027
	b		6		10	15	374	357
	c			1		2	10	12

## REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.137

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
76 7 1	63 30	38 4	15 8			24	959 261 3	733 172		118 14 3	12 1
155	119	346	43			188	1,801	1,091		181	16
144 11	71 48	195 151	28 15			172 16	1,774 16	673 418		152 24 6	12 4
518	560	1,476	146			1,554	2,503	6,446		375	9
338 166 25 155	68 218 274 144	225 740 611 697	11 45 50 45			1,035 338 131 139	1,145 956 392 1,517	988 3,167 2,901 1,170		273 77 25 208	4 4 1 15
150 6	134 8 2	609 84 4	37 7 1	8		132 7	1,433 68 16	960 210		172 30 6	12 3
39 10 29 65	16 8 8 18		3 2 1			1 1 71	920 660 260 635	393 25 368 50		20 8 12 27	3 2 1
21 5 39 57	2 1 16 96	1				17 54 430 96	184 21 430 452	60 50		19 3 6 66	
49 8 14 14	66 30 9 9	151 12 50 60	28 6 5 6			31 65 99 99	414 38 264 99 142 142	490 264 142		47 19 26 26	1 3
41 22 18	21 9 9	17 2 11	5 3 2			32 30 2	454 343 84	121 60 61		82 71 9	1 1
1	3	4					27			2	
51 40	17 8	63 55	4 3			15 15	309 237	367 208		74 64	3 3
11	8 1	7 1						159		8 2	
110 96	72 60	516 481	44 40	2 2		155 123	1,125 945	1,110 1,013	66 66	218 204	22 20
14	12	55	4			32	180	97		14	2
6 184							95 3,039	6 207		2 210	
119 23 42	46 6 9 1		8 1 3			227 797 408	1,992 797 260	164 40		170 25 13 2	3
75 58 16 2	50 14 36	8 8	5 3 2			263 239 24	568 555 13	520 175 335 10		49 34 11 4	3 1 2

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
II. METALS, MACHINES AND CONVEYANCES—Continued.								
3-s.....	Typewriting and registering machines..	3	25	1	2	33	912	750
	a.....	3	22	1	1	27	836	474
	b.....	3	3	1	1	6	277	276
3-t.....	Stationary engines, boilers, etc.....	1	40	1	18	120	3,106	2,142
	a.....	1	23	1	9	64	818	801
	b.....	9	9	8	19	964	588	588
	c.....	4	4	1	5	64	41	41
	d.....	4	4	1	32	1,270	712	712
3-u.....	Machinery not elsewhere classified.....	19	335	6	184	721	11,627	10,389
	a.....	16	252	6	147	451	6,392	6,078
	b.....	2	64	24	220	4,760	3,862	3,862
	c.....	12	12	9	6	244	246	246
	d.....	1	7	4	44	231	214	214
3-v.....	Castings (Iron foundry products).....	2	26	3	12	61	1,331	1,285
	a.....	10	10	2	3	45	366	366
	b.....	1	15	1	9	15	369	369
	c.....	1	1	1	1	66	67	67
4-a.....	Telegraph, telephone and fire-alarm apparatus.....	2	30	2	9	1,384	3,749	5,042
	a.....	2	28	2	9	1,375	3,609	4,893
	b.....	2	2	1	9	140	149	149
4-b.....	Incandescent lamps.....	8	8	2	23	1,049	781	781
	a.....	7	7	2	23	1,044	778	778
	b.....	1	1	1	5	5	3	3
4-c.....	Dynamos, motors and electrical supplies.....	14	112	2	48	214	2,966	2,681
	a.....	14	99	1	39	186	2,027	1,787
	b.....	10	10	1	7	24	496	496
	c.....	3	3	2	10	483	468	468
5-a.....	Carriages, wagons and sleighs.....	10	216	3	149	101	3,273	2,861
	a.....	8	158	2	86	82	2,342	2,082
	b.....	1	68	1	55	15	808	664
	c.....	1	3	1	3	56	67	67
	d.....	9	9	6	3	67	58	58
5-b.....	Blacksmithing and wheelwrighting.....	1	12	1	9	3	60	52
	a.....	1	11	1	9	2	61	48
	b.....	1	1	1	1	9	6	6
5-c.....	Cycles.....	2	5	3	3	13	13	13
	a.....	2	4	2	3	11	11	11
	b.....	1	1	1	1	2	2	2
5-d.....	Motor vehicles.....	2	47	1	20	122	1,264	1,207
	a.....	1	37	1	14	62	769	735
	b.....	1	6	6	6	38	39	39
	c.....	4	4	1	59	457	433	433
5-g.....	Railway repair shops.....	15	15	37	1,641	1,641	1,641	1,641
	a.....	6	6	13	490	503	503	503
	c.....	6	6	19	877	996	996	996
	d.....	3	3	5	137	142	142	142
6.....	Boat and ship building.....	1	42	15	81	3,944	2,865	2,865
	a.....	10	10	10	26	872	854	854
	b.....	14	14	1	26	2,098	1,332	1,332
	c.....	8	8	3	18	299	264	264
	d.....	1	10	1	11	675	415	415

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.139

New York City

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
32	22	63	13			169	370	179		39	3
27	17	27	12			128	140	179		33	3
6	6	36	1			41	230			6	
120	23		1			103	1,627	292		50	1
64	3		1			85	363	289		30	1
19						9	557	3		7	
6						9	27			6	
32	20						680			8	
721	170	63	53			139	8,510	1,019		313	13
451	112	23	34			136	4,641	850		252	10
220	64	9	19			3	5,538	91		49	3
6	4	31					163	76		6	
44							168	2		7	
61	13	25	1			15	834	375		28	1
45			1			16	212	87		14	1
15	10	25					558	238		13	
1	3						66			1	
1,384	265	766	24	1		57	3,571	30		38	10
1,375	252	766	21	1		57	3,431	30		34	7
9	13		3				140			4	3
23	18	493	9				758			13	4
23	18	493	9				755			13	4
							3				
214	102	154	51			568	1,063	832	4	147	25
180	91	140	49			94	767	748		127	24
24	11	8	2			24	291	83	4	17	1
10		6				450	6	3		3	
101	13	5				925	1,542	293		201	
82	7	6				909	951	140		139	
15	3					7	635	107		46	
1						9	47			3	
3	3						9	48		13	
3	1					1	40	8		17	
2	1					1	35	8		17	
1							6				
							7	6		3	
							7	4		2	
								2		1	
103	25	7	11			253	821	30		68	3
62	19	7	9			112	640	21		49	3
1							38			11	
40	6		2			141	243	9		8	
37	23						414	1,054	136	17	
13							290	108	94	6	
19	20						29	948		8	
6	3						95		42	3	
81	11		2			114	2,668	2		44	1
26	9		1			6	821	2		11	1
26						48	1,258			11	
18	2		1			61	185			11	
11	6						404			11	



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	
								Total.
NEW YORK CITY--Continued.								
II. METALS, MACHINES AND CONVEYANCES--(Continued.)								
8-a.....	Professional and scientific instruments.....	3	45	3	39	76	1,168	1,178
	a.....	3	36	1	26	49	440	431
	b.....		8	2	13	7	228	227
	d.....		1			20	600	620
8-b.....	Optical and photographic apparatus.....	7	52	2	33	116	486	543
	a.....	7	60	2	31	116	490	517
	b.....		2		2		26	26
8-c.....	Lamps, reflectors, stereopticons, etc.....	1	30	1	19	45	1,123	845
	a.....	1	28	1	17	46	1,092	814
	b.....		1		2		16	16
	c.....		1				16	16
8-d.....	Clocks and time recorders.....	1	22		6	32	1,284	1,307
	a.....	1	21		6	26	103	120
	b.....		1			6	1,181	1,187
8-e.....	Scales, meters, phonographs, etc.....	2	30		16	109	1,459	1,430
	a.....	2	26		16	77	606	607
	b.....		3		1	22	454	454
	c.....		1			10	389	399
	Total--Group II.....	223	2,817	97	1,756	5,788	87,512	79,763
III. WOOD MANUFACTURES.								
1.....	Saw mill products.....		24		8	8	249	225
	a.....		10		4	5	143	120
	b.....		6		2		63	49
	c.....		4		1	1	11	12
	d.....		4		1	2	42	44
2-a.....	House trim.....	10	153	5	106	166	3,296	2,915
	a.....	9	98	5	78	86	2,083	1,713
	b.....		36		13	38	779	733
	c.....	1	17		15	41	396	424
	d.....		2		2	2	33	40
2-b.....	Packing boxes, crates, etc.....	2	58	2	34	65	1,388	1,249
	a.....	2	61	2	32	64	1,006	867
	b.....		4		1	9	298	298
	c.....		3		1	2	84	84
2-c.....	Cigar and fancy boxes.....	3	46	2	31	64	2,034	2,014
	a.....	3	42	2	27	60	1,912	1,888
	b.....	1	4		4	4	122	122
3.....	Cooperage.....	2	30		16	24	1,548	1,350
	a.....		14		9	10	214	207
	b.....	1	11		6	12	1,260	1,108
	c.....	1	4		1	2	70	37
	d.....		1		1		4	4
4-a.....	Canes and umbrella sticks.....	2	37		37	19	622	487
	a.....	2	36		36	19	617	482
	b.....		1		1		6	6
4-c.....	Wooden toys and novelties.....	4	34		23	8	277	257
	a.....	4	28		19	8	237	221
	b.....		4		1		24	24
	c.....		1		2		14	10
	d.....		1		1		2	2
[4-e.....	Other articles and appliances of wood.....	16	132	6	123	133	1,319	1,252
	a.....	12	119	6	108	121	1,074	1,012

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.*			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
76 49	122 9	151 69	15 6	1 1		29 28	904 251	169 106		63 36	8 6
7 20 114 114	16 97 30 22	32 60 24 24	10 16 16			3 44 44	153 500 336 336	64 49 23		22 5 54 65	3 4 4
	8							26		1	
45 45	17 17	32 31	2 2			6 6	173 142 16	615 615	6 6	36 56	2 2
		1									
							16 62 62			1 21 16	
32 26 6	100 100	401 1 400				20 20		1,193 12 1,181		1 16 6	
107 75 22 10	49 19 6 24	22 7 16	7 7 7			63 63	818 429 389	442 40 408		38 33 2 3	1 1 1
5,710	2,591	6,373	699	13		6,420	45,979	21,397	257	3,414	201
8 6 1 2 166 85 38 41 2 65 64 9 2 64 60 4 24 10 12 2 19 19 8 8 133 121	42 30 1 17 4 66 27 29 10 80 64 18 67 66 2 13 13 5 4 1 23 14	668 627 41 3 3 6 6 6 17 17 1 60 22	12 5 6 4 3 6 6 3 3 12 5 1	1 1							

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER	
			Once.	More than once.		Office force.	Shops.	Total.	
NEW YORK CITY—Continued.									
III. WOOD MANUFACTURES—Continued.									
5-a.....	Furniture and upholstery.....	b	1	9	11	6	118	111	
		c	3	3	2	6	105	107	
		d	3	1	2	22	22	22	
			35	304	6	168	271	6,095	5,021
		a	33	268	6	158	249	5,287	4,281
		b	1	31	11	15	677	616	616
		c	1	3	1	6	122	122	122
		d	3	3	1	1	9	9	9
5-b.....	Caskets.....	a	1	9	1	5	21	610	614
		b	1	7	1	1	12	355	355
		c	7	77	4	47	67	2,058	2,058
		d	7	77	4	47	67	2,058	1,796
5-c.....	Store, office and kitchen fixtures.....	a	6	62	4	35	60	1,708	1,437
		b	1	14	12	8	305	283	283
		c	8	135	3	74	115	1,625	1,413
		d	8	135	3	74	115	1,625	1,413
5-d.....	Mirror and picture frames.....	a	8	124	3	66	114	1,544	1,545
		b	10	117	4	73	45	2,295	1,758
		c	8	102	4	68	40	1,745	1,233
		d	2	14	6	6	549	519	519
5-e.....	Other cabinet work.....	a	6	128	7	122	273	8,498	8,292
		b	6	117	7	117	260	7,261	7,067
		c	2	17	10	1	286	263	263
		d	2	17	10	1	286	263	263
6.....	Pianos, organs, etc.....	a	3	3	3	3	340	338	338
		b	3	3	3	3	340	338	338
		c	2	17	10	1	286	263	263
		d	2	17	10	1	286	263	263
7-a.....	Pulp and fibre goods.....	a	1	15	9	1	123	100	100
		b	1	15	9	1	123	100	100
		c	1	7	3	3	72	68	68
		d	1	6	3	3	68	68	68
7-b.....	Mats and woven goods.....	a	2	19	3	12	21	1,406	1,330
		b	2	19	3	12	21	818	798
		c	2	19	3	12	21	132	122
		d	2	19	3	12	21	458	458
7-c.....	Brooms.....	a	2	19	3	12	21	1,406	1,330
		b	2	19	3	12	21	818	798
		c	2	19	3	12	21	132	122
		d	2	19	3	12	21	458	458
7-d.....	Articles of cork.....	a	2	19	3	12	21	1,406	1,330
		b	2	19	3	12	21	818	798
		c	2	19	3	12	21	132	122
		d	2	19	3	12	21	458	458
7-e.....	Pipes, tobacco.....	a	2	19	3	12	21	1,406	1,330
		b	2	19	3	12	21	818	798
		c	2	19	3	12	21	132	122
		d	2	19	3	12	21	458	458
7-f.....	Fireproofing lumber.....	a	2	19	3	12	21	1,406	1,330
		b	2	19	3	12	21	818	798
		c	2	19	3	12	21	132	122
		d	2	19	3	12	21	458	458
Total—Group III.....			113	1,345	43	898	1,317	34,096	30,701
IV. LEATHER AND RUBBER GOODS.									
1.....	Leather.....	a	3	22	6	37	445	439	439
		b	1	19	4	36	347	343	343
		c	1	3	2	1	28	98	98
		d	1	3	2	1	28	98	98
2.....	Furs and fur goods.....	a	68	667	30	707	285	8,503	6,613
		b	68	641	30	689	274	7,620	6,322
		c	68	641	30	689	274	7,620	6,322
		d	68	641	30	689	274	7,620	6,322

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops)	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
0	9	35	9			4	83	18		4	
0		3					11	90		9	
255	44	434	21	2		1,353	1,049	2,367	3	452	9
235	31	336	13	2		1,347	797	1,899	3	405	7
13	10	96	6			2	145	466		35	1
0	2	2	2				107	9		7	1
1	1		1			4		3		5	
21	5	188	5				554	39		17	3
12	6	164	1				359	9		14	
9	5	24	4				195	30		3	3
67	28	43	5			480	528	721		90	4
60	20	48	2			398	514	515		78	2
6	3	1	3			82	14	181		8	2
1								25		4	
115	42	41	16			68	707	523		181	11
114	38	39	15			68	644	519		167	10
1	4	2	1				63	4		14	1
45	21	11	4			600	634	479		193	4
40	9	8	1			661	423	214		176	1
5	12	3	3			39	211	204		16	3
273	200	26	109	1		272	7,208	539		149	19
260	159	26	82	1		67	6,359	391		140	15
2	28		16				188	148		4	4
11	15		11			205	681			5	
4		3					12	16		2	
1	8	7	4			20	7	229	6	23	2
1	1	4	2			10	7	76	6	22	2
3	7	3	2			10		153		1	
3	6	2	1			1	11	53		3	
3	6	2	1			1	9	63		2	
5	10	126	4				2			1	
6	10	118	4				114	179		17	2
21	67	97	38	1		39	1,083	187		44	1
7	24	69	6	1		2	616	111		39	1
4	3	8	2			6	42	76		6	
10	40	20	31			31	426				
3							50	8		2	
1								8		1	
2							60			1	
1,300	726	1,731	320	5		4,272	15,461	9,659	9	1,843	76
37	7	3	1			5	148	249		22	1
36	7		1			6	138	164		18	1
1		3					10	85		4	
283	46	2,003	40		2	80	5,056	1,194		952	13
272	42	1,663	29		2	89	4,914	663		955	13

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
IV. LEATHER AND RUBBER GOODS—Continued.								
3-a.....	Belting, washers, etc.....	b	2	26	18	11	883	784
			2	21	10	55	206	248
		a	2	19	8	55	198	240
		b		2			14	8
3-b.....	Saddlery and harness.....	b	5	59	36	16	331	260
		a	5	50	29	16	257	197
		b		8	6		62	59
		c		1	1		12	4
3-c.....	Traveling bags and trunks.....	(a)	1	52	2	31	68	1,330
3-d.....	Boots and shoes.....		6	117	7	87	137	6,315
		a	6	86	2	62	71	2,081
		b		31	5	25	66	4,234
3-e.....	Gloves and mittens.....	a	1	8	2	5	29	195
		a	1	7	2	5	29	189
		b		1			6	4
3-f.....	Fancy leather goods.....		19	225	14	160	197	5,236
		a	18	211	13	149	183	4,972
		b	1	13	1	11	1	187
		c		1			3	77
4.....	Rubber and gutta percha goods.....	c	9	85	3	45	148	2,568
		a	9	68	3	40	121	1,098
		b		12		5	7	477
		c		4			20	987
		d		1			6	3
5-a.....	Pearl buttons, handles, etc.....	a	2	40	4	32	32	1,931
		a	2	34	4	25	28	1,793
		b		2		3	4	83
		c		4		4		45
5-b.....	Articles of horn, bone, tortoise shell, etc.	a	2	37	22	34	736	707
		a	2	31	19	33	549	580
		b		6		3	1	187
5-c.....	Brushes.....	b	2	42	31	46	965	937
		a	2	28	15	41	656	636
		b		12	15	4	255	255
		c		2		1	1	45
5-d.....	Mattresses, pillows, etc.....	c	6	75	2	45	67	1,146
		a	6	72	2	42	65	1,080
		b		3		3	2	86
Total—Group IV.....			126	1,450	64	1,217	1,151	29,907
V. CHEMICALS, OILS, PAINTS, ETC.								
1-a.....	Proprietary medicines.....			83	19	368	1,179	1,346
		a		73	16	331	981	1,162
		b		9	2	36	196	181
		c		1	1	1	2	3
1-b.....	Sodas and other alkalis.....			5		5	60	53
		a		5		5	60	53
-d.....	Other chemicals and drugs.....	a	3	81	23	677	2,636	3,061
		a	3	53	17	588	1,127	1,653
		b		23		6	76	994
		c		4		13	422	410
		d		1			4	4
2-a.....	Paints, varnish, etc.....		6	65	2	23	299	1,979
								2,114

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
11	4	360	14				142	631		17	
55	5	20	3			4	47	142		21	1
55	5	17	3			4	43	138		19	1
16	7	14	1			22	140	82		45	
16	4	14	1			18	96	67		40	
	3					4	44	15		3	
68	14	63	7			1	636	472		93	3
136	144	1,725	49			68	4,018	1,530	48	162	13
71	46	467	16			22	998	691	33	103	5
65	98	1,258	33			46	3,020	839	16	69	8
29	2	95	6			7	160	4		21	3
29	2	93	6			7	166	4		19	3
		2					4			2	
197	187	1,307	112	2	4	92	1,518	2,639		413	58
193	171	1,263	101	2	4	92	1,394	2,613		396	57
1	14	29	11				47	126		17	1
3	2	20					77				
148	93	710	80			119	816	1,471		99	8
121	60	272	43			116	694	136		86	8
7	6	86	9			3	96	379		10	
20	38	353	28				24	957		4	
							3				
32	26	672	14			18	287	1,163		88	1
23	28	636	13			18	224	1,101		83	1
4		36					63	17			
	4	1	1					45		6	
34	19	242	11	2		7	272	394		45	5
33	12	172	7	1		6	161	321		39	4
1	7	70	4	1		2	111	73		6	1
46	36	290	19			57	449	385		39	5
41	7	177	6			28	266	222		26	1
4	11	108	8			11	164	76		10	1
1	18	6	6			18		27		4	3
67	9	479	13		1	115	645	268		106	3
66	8	467	11		1	116	677	264		106	2
2	1	12	2				68	14		1	1
1,148	595	7,623	356	4	8	595	14,192	9,993	48	2,106	114
368	6	555	4			600	307	71		56	1
331	6	463	4			551	249	31		51	1
36		72				47	68	40		3	
1										2	
5		24				6	42			7	
6		24				6	42			7	
677	50	444	56	12		714	1,020	650		62	16
583	21	296	46			604	366	96		43	7
76	2	144	1			106	222	520		11	
13	27	4	9	12			363	34		7	9
						4				1	
296	56	181	14			72	647	1,058	41	78	1

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER	
			Once.	More than once.		Office force.	Shops.	Total.	
NEW YORK CITY—Continued.									
V. CHEMICALS, OILS, PAINTS, ETC.—Continued.									
	a	3	23	2	11	197	508	645	
	b	3	24		9	42	666	611	
	c		15		3	32	370	393	
	d		3			28	447	466	
2-b.....	Dyes, colors and inks.....	1	57	4	21	209	997	1,123	
	a	1	46	4	19	190	730	841	
	b		7		2	14	105	116	
	c		4			3	110	113	
	d		1			2	52	54	
2-c.....	Lead pencils and crayons..... (a)		1	1	1	3	1,112	1,115	
3.....	Wood alcohol and essential oils.....	2	38		10	68	532	443	
	a	1	32		6	62	247	297	
	b	1	6		4	4	110	114	
	d		1			2	175	42	
4.....	Animal oil products.....	2	19		8	32	337	348	
	a	1	12		6	28	276	287	
	b		3			1	21	22	
	c	1	3		3	2	24	26	
	d		1			1	16	13	
5.....	Mineral oil products.....		7		1	18	835	852	
	a		6		1	6	26	31	
	c		2			12	309	321	
6.....	Soap, pertumery and cosmetics.....	6	81		37	288	1,885	1,917	
	a	6	68		31	234	1,736	1,833	
	b		12		6	3	86	76	
	c		1		1	1	14	8	
7-a.....	Wax figures, etc.....	1	10	1	3	2	146	113	
	a		9	1	3	2	136	107	
	b	1	1				10	6	
7-b.....	Starch.....	1	1				12	10	
	a		1				12	10	
	b	1							
7-c.....	Glue, mucilage, etc.....	3	25		9	18	192	188	
	a	3	22		7	18	140	140	
	b		2		1		48	44	
	c		1		1		6	4	
7-d.....	Fertilisers.....		2		1	2	38	38	
	b		1		1		3	1	
	c		1			2	55	57	
7-e.....	Matches and explosives.....	1	5			7	455	349	
	b		1			2	95	67	
	c	1							
	d		4			5	360	222	
7-f.....	Celluloid and other plastics.....	1	8		2	12	322	326	
	a	1	4		2	6	151	151	
	b		3			5	155	158	
	c		1			1	16	17	
Total—Group V.....			27	489	8	158	2,008	12,717	13,396
VI. PAPER AND PULP.									
1.....	Rags and paper stock.....	7	139	2	82	46	1,515	1,431	
	a	7	124	2	71	39	1,413	1,397	

## New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
195	15	76	7			24	176	280		33	
41	2	33				43	127	396		20	
32	21	7	2				171	149	41	19	
23	18	65	6				173	264		6	
209	18	222	5			198	470	208	38	36	
180	18	194	3			175	449	27		28	
14		19				23	12	66		2	
3							9	63	38	5	
2		9	2					52		1	
3	56	550	42				1,105	7		8	
67	5	95	4			97	119	120	40	36	
61	5	94	4			97	116	15		31	
4		1					3	107		3	
2									40	2	
32	3	18				9	46	249	12	21	
23	3	18				6	46	207		14	
1						3		18			
2								24		3	
1									12	4	
18	35	1	10			2	832			10	5
6		1				2	23			5	
12	35		10				809			6	
236	26	818	37			508	576	522	25	113	
232	23	804	37			492	641	493	26	97	
3	3	10				16	23	29		15	
1		4					7			1	
2	2	53	2			26	72	13		17	
2	2	63	2			26	72	7		16	
								6		2	
		7				10				2	
		7				10				2	
18	4	44	3			29	126	15		27	3
18	2	44	1			27	80	16		22	1
	2		2			2	42			3	2
							4			2	
2						1		35			
						1					
2								35			
7	24	118	15				13	329		9	
2		21						66		1	
6	24	97	16				13	204		8	
12	8	114				25	127	162		7	
6	7	110				25	120			2	
6		4					7	146		4	
1	1							16		1	
2,002	293	3,244	192	12		2,297	5,502	3,439	156	489	48
46	7	640	5	1		34	157	1,179	15	188	3
39	4	617	2	1		9	165	1,111	16	171	



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER Total.
			Once.	More than once.		Office force.	Shops.	
NEW YORK CITY—Continued.								
VI. PAPER AND PULP—Continued.								
2-c.....	Paper mills.....	b.....	15 14	11 5	7 44	108 676	104 677	
		a.....	2 10	5 5	17 139	188 182		
		b.....	2 1		7 3	190 20	182 23	
		c.....	1 1		17 17	387 344		
	Total—Group VI.....		11	153	2	87	90	2,191
VII. PRINTING AND PAPER GOODS.								
1.....	Type and printers' materials.....	a.....	3 3	25 23	14 12	51 60	346 329	326 312
		b.....	2 2	2 2	1 1	17 14		
2-a.....	Paper boxes and tubes.....	a.....	3 127	15 14	80 65	149 137	7,178 5,918	6,742 5,593
		b.....	1 19	1 1	13 11	11 1,178	1,070 1,070	
		c.....	1 1		2 1	17 65	17 63	
2-b.....	Paper bags and sacks.....	a.....	7 6	1 1	3 3	28 20	406 150	373 159
		b.....	1 1		3 6	66 200	66 186	
2-c.....	Other paper goods.....	a.....	9 151	8 8	86 83	1,244 1,234	5,735 6,630	6,031 6,818
		b.....	8 8	3 3	8 8	166 40	171 42	
		c.....	1 1		2 2	40 40		
3-a.....	Printing and publishing.....	a.....	55 1,044	18 16	623 612	4,428 4,288	29,099 26,706	30,537 28,145
		b.....	4 96	2 2	96 121	2,207 121	2,194 121	
		c.....	15 15	10 10	13 13	111 111		
3-b.....	Bookbinding and blank-book making.....	a.....	14 205	6 7	6 155	75 341	79 7,438	79 7,080
		b.....	10 199	6 6	149 149	286 286	6,314 6,314	6,943 6,943
		c.....	4 4	1 1	4 4	51 51	1,030 1,030	1,039 1,039
3-c.....	Lithographing and engraving.....	a.....	2 211	2 1	2 158	5 595	94 7,428	98 7,579
		b.....	21 204	1 1	166 166	676 676	7,038 7,038	7,176 7,176
		c.....	2 2	2 2	2 2	20 20	396 396	403 403
3-d.....	Games and novelties.....	a.....	1 31	1 1	18 18	103 103	1,719 1,649	1,708 1,638
		b.....	1 1	1 1	18 18	103 103	1,649 1,649	1,638 1,638
4.....	Wall paper.....	a.....	7 7	1 1	2 2	58 58	596 596	622 622
		b.....	6 6	1 1	2 2	60 60	400 400	418 418
		c.....	2 2	2 2	2 2	8 8	196 196	204 204
5.....	Photography.....	a.....	6 67	54 54	131 131	507 507	554 554	
		b.....	6 67	54 54	131 131	507 507	554 554	
		c.....	1 1					
	Total—Group VII.....		110	1,896	52	1,193	7,128	60,452
VIII. TEXTILES.								
1.....	Silk and silk goods.....	a.....	5 65	9 9	47 47	94 94	7,483 7,483	7,090 7,090
		b.....	3 48	6 6	36 36	57 57	3,471 3,471	3,154 3,154
		c.....	9 9	3 3	7 7	11 11	2,233 2,233	2,236 2,236
		d.....	2 2	4 4	26 26	1,684 1,684	1,604 1,604	

## New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
7	3	23	3			26	4	68		17	
44	22	168	14			9	94	510	20	21	
17	3	46	2			9	82	20		16	
7		67	2				2	173		1	
3									20	3	
17	19	55	10				10	317		1	
90	29	808	19	1		43	251	1,689	35	209	4
51	11	32	2			40	214	21		16	
50	11	32	2			40	201	21		16	
1							13				
148	173	4,130	170		1	247	4,810	1,532	5	370	47
136	127	3,455	109		1	207	3,850	1,395	5	329	39
11	40	622	55			40	933	90		36	6
1	2	15	1				17			2	1
1	4	38	5				5	47		3	1
26	20	207	19	1		11	206	130		31	10
20	4	82	3			11	51	77		23	3
3	6	25	4				55				
3	10	100	12	1			100	53		8	7
1,157	172	2,795	164	4		630	3,683	561		259	53
1,147	166	2,700	161	4		617	3,569	485		250	53
8		67				13	74	76		4	
2	7	28	3				40			5	
4,410	812	4,347	267	7		5,186	19,433	1,486		1,161	100
4,280	653	3,734	237	7		4,971	18,003	867	22	1,040	91
111	158	600	23			192	1,320	571		88	7
13	7	6	4			9	61	38		16	1
6	14	7	3			14	49	10		17	1
340	167	3,365	106	2		275	5,958	507		274	29
234	127	2,831	79	2		268	4,870	421		260	23
51	37	492	21				988			8	1
5	3	42	6			7		88		6	
595	221	1,553	77			1,274	5,575	135		231	34
575	179	1,395	58			1,249	5,217	155		217	24
20	42	168	19			25	358			14	10
103	3	1,063	7			53	975	577		37	1
103	3	1,043	7			53	975	507		37	1
		20						70			
58	71	56	12			27	67	470		19	
50	36	20	2			27	41	300		15	
8	55	36	10				26	170		4	
115	21	73	13	2		176	255	8		68	8
115	21	73	13	2		176	255	8		68	8
7,003	1,671	17,621	837	16	1	7,919	41,176	5,427	27	2,466	282
94	143	3,933	269			602	4,338	1,897	159	147	10
57	66	1,561	94			98	1,144	1,696	169	101	10
11	18	1,528	83			54	2,062	159		31	
25	58	833	91			460	1,087	42		14	

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACORIES INSPECTED.		No owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
VIII. TEXTILES—Continued.								
2-a.....	Carpets and rugs.....	d.....	1	1	1	45	46	46
		a.....	21	14	5	519	494	494
		b.....	17	10	3	333	308	308
		c.....	3	4	13	11	11	11
2-c.....	Woolens and worsteds.....	c.....	1	1	2	173	173	173
		a.....	15	8	53	727	713	713
		b.....	12	4	48	447	439	439
		c.....	2	3	6	270	264	264
3.....	Cotton goods.....	c.....	1	1	1	10	10	10
		a.....	2	26	9	38	733	680
		b.....	1	24	8	36	686	631
		c.....	1	2	1	2	47	49
4.....	Hosiery and knit goods.....	c.....	3	62	5	61	3,140	2,395
		a.....	2	35	2	29	32	887
		b.....	1	23	3	23	1,749	1,874
		c.....	4	4	4	2	232	234
5-a.....	Dyeing, finishing, etc.....	d.....	14	46	6	20	61	1,055
		a.....	12	40	6	15	50	821
		b.....	1	3	3	10	236	769
		c.....	1	2	1	1	45	229
5-b.....	Upholstery goods.....	d.....	1	1	1	1	24	23
		a.....	3	28	2	16	34	886
		b.....	2	25	2	13	33	816
		c.....	1	3	3	1	74	70
5-c.....	Braids,embroideries and dress trimmings.....	a.....	41	251	15	171	183	7,019
		b.....	40	238	15	165	165	6,197
		c.....	1	7	2	11	583	4,796
		d.....	1	5	4	7	194	694
6.....	Flax, hemp and jute manufactures.....	d.....	1	1	1	45	30	30
		a.....	1	21	2	2	105	6,451
		b.....	1	13	1	1	52	1,911
		c.....	1	5	1	48	4,360	1,723
7.....	Oil cloth, window shades, etc.....	c.....	3	1	1	5	180	182
		a.....	19	1	5	43	1,065	1,061
		b.....	16	1	4	33	185	184
		c.....	2	1	1	4	87	88
		d.....	1	1	1	2	151	153
		e.....	1	1	1	4	632	636
Total—Group VIII.....			71	554	41	353	666	29,419
IX. CLOTHING, MILLINERY, LAUNDRY, Etc.								
1-a.....	Tailoring.....	a.....	221	2,878	137	2,475	1,321	57,433
		b.....	201	2,361	122	2,013	1,310	48,418
		c.....	19	517	15	462	11	9,016
1-b.....	Shirts, collars and cuffs.....	a.....	11	143	8	85	115	4,865
		b.....	10	126	8	73	114	4,126
		c.....	1	17	1	12	1	739
1-c.....	Men's neckwear.....	a.....	10	103	6	69	126	2,731
		b.....	10	102	6	69	124	2,576
		c.....	1	1	1	2	155	167
1-d.....	Suspenders and other furnishing goods.....	a.....	5	54	29	57	1,366	1,271
		b.....	5	51	28	56	1,310	1,214

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1	5	11	1				45			1	
5	4	258	4			12	245	232		22	
3	1	198				12	68	225		16	
							4	7		4	
2	3	60	4				173			2	
53	18	291	7			34	522	104		26	1
48	5	215	2			34	263	94		22	1
5	18	76	5				259			2	
38	20	338	24			31	285	10		2	
36	18	298	21			31	232	326		49	
2	2	40	3				47			49	
48	37	1,692	81	3	1	87	1,261	999		106	15
38	9	590	16	1	1	69	714	78		63	4
14	21	898	35	1		15	492	753		34	8
12	7	308	30	1		3	55	174		9	3
61	12	192	10		1	107	606	281		72	8
50	11	72	9		1	107	610	108		62	7
10		105	1				84	135		4	1
		12					12	22		6	
1	1	3						22		1	
34	19	546	29			12	803	37		41	4
33	17	493	23			12	734	37		36	4
1	2	53	6				69			6	
182	52	3,798	109	2		222	4,046	1,170		382	29
164	33	3,279	70	1		222	3,792	617		370	27
11	14	414	36				222	361		5	8
7	3	93	3	1			2	192		4	
		12					30			3	
103	392	3,617	162			25	2,670	3,457		77	10
50	69	1,077	46			25	119	1,529		47	7
48	313	2,485	110				2,560	1,752		19	2
5	10	55	6				1	178		11	1
43	14	96	2	1		7	206	805		25	1
33	6	40	2	1		7	125	19		23	1
4	1	5					81	3			
2	1							151		1	
4	6	51						632		1	
661	711	14,761	697	6	2	1,139	14,982	9,308	159	947	78
1,315	379	13,164	282	9	9	5,068	17,105	26,412	224	5,742	160
1,304	293	10,457	199	9	9	4,836	14,515	21,713	168	5,089	121
11	86	2,707	83			232	2,590	4,694	66	653	39
114	86	2,052	70	1		348	2,591	1,442		280	20
112	56	1,543	25			330	2,103	1,232		251	13
2	30	509	45	1		18	488	210		29	7
126	21	1,707	29			405	1,792	103		165	13
124	21	1,582	27			405	1,637	103		165	13
2		125	2				155				
55	40	546	26	1	1	137	759	320		86	11
54	34	517	24	1	1	137	758	285		79	11

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER	
			Once.	More than once.		Office force.	Shops.	Total.	
NEW YORK CITY—Continued.									
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.—Continued.									
2-a.....	Dress making.....	b	384	2,164	113	1,639	1,977	80,967	63,920
		a	375	2,030	110	1,548	1,967	77,928	61,189
		b	8	134	3	91	10	3,041	2,721
2-b.....	Women's white goods.....	c	1	200	16	121	187	11,130	9,931
		a	23	175	15	113	171	9,829	8,629
		b	23	19	1	7	11	1,013	913
2-c.....	Infants' wear.....	d	7	6	6	32	5	488	389
		a	6	75	5	29	72	3,099	2,857
		b	1	3	1	3	2	2,995	2,762
2-d.....	Ladies' neckwear.....	a	11	131	11	64	199	104	95
		b	11	126	11	61	198	6,278	5,338
		c		4		2		6,192	5,271
		c		1		1	1	77	57
2-e.....	Corsets, garters, etc.....	a	13	69	1	47	111	9	10
		b	13	67	1	47	107	2,357	1,949
3.....	Men's hats and caps.....	a	17	2			4	2,192	1,824
		b	17	231	11	200	134	165	125
		c						6,053	5,370
4-a.....	Artificial feathers and flowers.....	a	16	222	11	192	107	4,511	3,853
		b	1	9		8	27	1,542	1,517
		a	16	191	9	108	117	4,711	3,533
		a	16	188	8	103	115	4,659	3,488
4-b.....	Millinery.....	b		3	1	5	2	52	45
		a	62	426	17	232	290	11,420	8,848
		b	60	380	17	219	289	10,774	8,280
		a	2	46		13	1	646	568
5-a.....	Banners, flags, quilts, etc.....	a	10	133	4	89	218	2,725	2,338
		b	10	109	2	73	212	2,335	1,998
5-b.....	Awnings, tents, sails, etc.....	a		24	2	16	6	390	340
		b	8	48	2	32	22	985	869
		c	5	45	1	28	19	666	552
		d	3	2	1	2	3	315	313
5-c.....	Umbrellas and parasols.....	(a)		1		2		4	4
		a	4	41		27	62	992	996
6-a-1...	Laundries, (non-Chinese).....	(a)	42	664	19	487	193	7,381	7,024
		a	36	554	17	397	154	6,776	6,484
		b	5	100	2	80	34	1,380	1,376
		c	1	9		10	4	125	118
6-a-2...	Chinese laundries.....	d		1			1	100	46
		a	22	539	4	438	1	1,046	1,005
		b	18	354	4	308	1	909	869
		a	4	166		130		137	136
6-b.....	Cleaning and dyeing.....	a	14	104	2	76	94	1,631	1,398
		b	13	85	2	68	87	1,108	1,031
		c	1	17		7	3	130	116
		d		3		1		393	251
Total—Group IX.....			880	8,197	366	6,250	5,298	207,170	173,692

## New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Females (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1 1,872 1,862 10	6 164 160 14	29 29,901 28,257 1,644	2 362 353 29	6 6 6	2 2 2	3,053 3,080 33	44,753 43,331 1,422	13,460 12,240 1,220	782 748 38	4,651 4,409 242	168 153 16
181 165 11	36 19 15	8,731 7,529 835	192 141 30		1 1	871 553 23	7,835 6,874 872	1,044 1,037 7		438 396 30	32 23 6
5 74 72 2	2 7 6 1	367 2,362 2,281 81	21 60 57 3		1 1	295 150 160	89 2,566 2,473 93			12 106 102 4	3 11 11
198 197 1	21 21	4,497 4,438 52 7	101 101			376 379	4,599 4,636 54 9	165 162 3		264 269 4 1	26 26
109 105 4 135	23 21 2 74	1,413 1,303 110 1,791	21 21 2 36		2	103 103 121 887	1,357 1,236 121 3,043	380 380		123 121 2 546	11 11
108 27 116 114	27 47 21 20	1,075 716 2,759 2,735	27 9 104 101	1 1	1 1	319 568 1,137 1,137	2,121 922 2,122 2,121	1,305 158		534 12 226 214	10 2 46 44
2 289 288 1	1 20 20	24 7,413 6,870 543	3 163 136 27		1 1	1,065 1,044 21	6,749 6,242 507	745 708 39		12 655 568 87	2 87 70
218 212 6 19	21 18 3 3	1,586 1,361 225 367	60 41 19 2	4 4		215 201 14 45	1,557 1,416 142 571	348 170 178 234		199 168 41 49	27 18 15
19 62	2 27	248 117 2 574	1 1 10			41 279 4 52	292 279 636	200 34 246		41 2 6 48	
187 152 30 4	53 31 20 2	4,927 3,809 997 88	66 51 13 1	3 1 2		1,224 844 296 84	2,581 2,090 413 24	2,910 2,267 657 6	122 122	1,155 976 171 7	45 33 11
1 1 1	1 1 1	35 8 8	1 1 1			1 1	45 21 21	521 406 116	461 440 21	566 423 138	2 1
82 76 3 4	10 1 2 7	550 437 31 88	7 2 2 3			70 70	541 514 22	701 368 91	4 4	111 86 16 10	1 1
5,153	1,007	84,348	1,592	25	18	15,207	101,178	50,561	1,593	15,410	673

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
X. FOOD, LIQUORS AND TOBACCO.								
1-a.....	Grain handling and milling.....		20	2	9	31	625	628
	a.....		14	2	9	23	480	458
	b.....		3			4	94	98
	d.....		3			4	71	78
1-b.....	Sugar and molasses refining.....		2	2		124	2,254	2,378
	b.....		1	2		90	1,754	1,844
	c.....		1			34	500	534
1-c.....	Fruits and vegetables, canning and pre- serving.....	3	46	2	14	116	2,399	1,614
	a.....	2	35	2	10	109	1,972	1,278
	b.....	1	10		4	7	377	310
	d.....		1				60	28
1-d.....	Coffee and spice roasting and grinding..	1	47	1	10	247	909	1,073
	a.....	1	35	1	8	232	587	748
	b.....		11		2	13	280	281
	c.....		1			2	42	44
1-e.....	Groceries not otherwise specified.....		26	2	6	162	1,004	1,034
	a.....		20	2	4	150	870	888
	b.....		6		2	12	134	146
2.....	Provisions.....		50	1	14	259	3,154	3,050
	a.....		40	1	7	259	3,064	2,978
	b.....		8		5		84	69
	c.....		2				6	3
3.....	Dairy products.....		7			17	87	100
	a.....		6			17	77	90
	b.....		1				10	10
4-a.....	Macaroni and other food pastes.....	7	29		19	27	503	465
	a.....	7	19		10	6	212	186
	b.....		9		9	15	182	166
	c.....		1			6	109	116
4-b.....	Crackers and biscuits.....		16		3	34	2,268	2,281
	a.....		15		3	34	2,249	2,248
	b.....		1				19	19
4-c.....	Bread and other bakery products.....	91	1,700	67	1,039	214	7,699	7,500
	a.....	68	1,041	61	639	169	5,142	4,978
	b.....	20	505	6	287	43	2,130	2,120
	c.....	4	107		79	2	319	303
	d.....	1	47		34		108	101
4-d.....	Confectionery and ice cream.....	16	238	9	114	254	7,305	6,604
	a.....	15	200	7	91	228	6,311	5,653
	b.....	1	37	2	22	26	992	949
	c.....		1				2	2
5-a.....	Artificial ice.....	2	23		4	28	333	325
	a.....		10		3	21	197	202
	b.....	1	6			3	66	49
	c.....	1	6		1	4	62	66
	d.....		1				8	8
5-b.....	Cider, grape juice, etc.....	(b)	1	3	2		17	17
5-c.....	Mineral and soda waters.....	10	69	1	43	109	806	788
	a.....	6	57		37	109	731	729
	b.....	4	9	1	5		65	49
	c.....		1		1		1	1
	d.....		2				9	9

New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
31 23 4 4		117 117				59 69	179 167	187 99	172 110	30 18	
							12 12	82 8		3 9	
124 90 34	24 24	60 60	1 1					1,767 1,743	487 11	11 9	
								24 476		2	
116 109 7	24 7 17	942 737 205	12 11 1	1 1		303 125 178	937 827 110	232 217 15	26	63 54 9	3 3
246	14	300	6			67	347	413		47	2
231 13 2	3 11	196 84	6			60 7	345 2	112 259		42 6	2
162	26	405	13			113	380	379		40	8
150 12 259 259	24 2 2	343 62 162 161	11 2 23 22			104 9 450 447	341 39 1,015 1,009	293 86 1,315 1,258	11 7	29 11 70 54	6 2 22 21
		1	1				6	59	4	10	1
17 17						3 4 4				6 6 6	
							49 49	14 4	16 16		
27 6 16	6 4	79 62 10	7 6			5 6	65 64 1	10 270 110 149	98	1 47 37 6	4 2
6 34 34	2 105 105	7 1,008 1,007 1	2 22 22				206 206	11 2,006 1,987 19	98 11 11	4 44 41 3	2 4 4
210 165 43 2	53 24 25 4	159 161 4 4	20 10 8 2	3 3		126 67 46 13	381 247 153 1	6,520 4,243 1,889 287	263 254 9	3,103 2,039 787 198	13 7 6 1
268 228 40	71 51 20	3,494 3,071 422	109 75 34			357 356 1	2,435 2,260 185	3,483 2,789 692	61 30 31	439 347 88	29 23 6
		1						2		4	
28 21 3						35 35	22 22	91 51 34	149 73 12	11 6 1	
4								6	56 8	4 1	
109	7		2			93	51	535		70	2
109	7		2			90 3	51	479 46 1 9		60 9 1 3	2



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY. a=Boroughs of Manhattan and The Bronx. b=Borough of Brooklyn. c=Borough of Queens. d=Borough of Richmond.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.	
			Once.	More than once.		Office force.	Shops.		
NEW YORK CITY—Continued.									
X. FOOD, LIQUORS AND TOBACCO—Continued.									
5-d.....	Malt .....		4			1	103	90	
	a.....		1				40	26	
	b.....		2				38	38	
	c.....		1			1	25	26	
5-e.....	Malt liquors.....	2	99	2	39	520	3,677	3,553	
	a.....	2	60	1	29	593	2,665	2,379	
	b.....		22	1	4	78	651	681	
	c.....		15		6	28	248	267	
	d.....		4			21	215	236	
5-f.....	Vinous and distilled liquors.....		30		8	89	251	312	
	a.....		29		7	87	242	301	
	b.....		1		1	2	9	11	
5-g.....	Bottling (including bottle cleaning).....	(b)	4		4		12	8	
6-a.....	Tobacco and snuff.....		1	9	4		134	130	
	a.....			8	3		151	127	
	b.....	1							
	d.....		1		1		9	3	
6-b.....	Cigars.....	47	507	24	309	274	23,830	21,455	
	a.....	39	429	19	249	268	22,595	20,494	
	b.....	8	71	8	64	6	1,154	897	
	c.....	2	4		3	1	70	53	
	d.....		3		3		11	11	
6-c.....	Cigarettes.....	5	41	2	21	57	2,999	2,430	
	a.....	6	38	1	18	56	2,958	2,357	
	b.....		3	1	3	1	43	43	
	Total—Group X.....		186	2,970	115	1,662	2,563	60,369	55,815
XI. WATER, LIGHT AND POWER.									
1.....	Water.....	1	10				05	83	
	a.....		1				25	15	
	b.....		1				25	25	
	c.....		4				21	21	
	d.....	1	4				24	22	
2.....	Gas.....		27		1	46	2,218	2,212	
	a.....		19		1	33	1,632	1,562	
	b.....		8			4	374	378	
	c.....		6			7	299	267	
	d.....		1			2	19	15	
4.....	Electric light and power.....	1	75	1	3	113	3,196	3,225	
	a.....		47		3	102	2,189	2,217	
	b.....		18	1		6	802	808	
	c.....	1	8			5	152	157	
	d.....		2				63	63	
5.....	Steam heat and power.....		31		1	1	137	135	
	a.....		29		1	1	127	127	
	b.....		1				4	4	
	c.....		1				6	6	
6.....	Garbage disposal, etc.....	(c)	4		3		22	22	
	Total—Group XI.....		2	147	1	8	5,668	5,677	
XII. BUILDING INDUSTRY.									
A.....	Carpenters' shops.....	a	60	122	1	79	31	1,092	647
		a	68	101	1	62	31	978	548

## New York City.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1	1					14	24	51		7	
								28		3	
1	1					14	24			2	
								25		2	
499	16		7	1		119	528	2,334	73	74	
573	14		6			119	317	1,504	68	46	
78							100	496	7	12	
27	2		1	1			111	119		13	
21								215		3	
89	3	36	6			37	101	76	9	45	3
87	3	36	6			37	101	76		44	3
2									9	1	
	2	66	2	1		12	58	60		12	2
	2	66	2	1		12	58	57		12	2
								8			
								60			
								57			
								3			
260	54	11,727	43			7,425	10,699	3,062		546	16
263	39	11,353	32			7,032	10,302	2,997		484	10
6	13	471	10			365	497	30		78	6
1	1	22	1			17		35		4	1
	1	1				11					
57	57	1,518	6			215	2,048	110		60	3
56	56	1,494	4			215	2,015	101		54	2
1	1	24	2				33	9		6	1
2,546	465	20,074	279	6		9,438	19,525	22,930	1,376	4,729	111
						25	27	19	12	5	
						25	15				
								17	4	3	
							12	2	8	2	
46	1										
33							200	1,291	675	21	
4							200	868	483	12	
7	1							185	189	4	
								250	10	6	
2									13		
113	1	3				1,357	968	370	417	53	
102	1					753	732	322	258	29	
6		3				564	77	44	127	14	
6						50	53	4	25	7	
							56		7	3	
1	1							78	56	32	
1	1							74	52	30	
								4		1	
									4	1	
						7	15			4	
160	3	3				1,389	1,210	1,758	1,160	115	
31	4	4	1	1		498	90	28		131	
31	3	4	1	1		434	65	18		108	

II.158 NEW YORK STATE DEPARTMENT OF LABOR.  
Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
NEW YORK CITY—Continued.								
XII. BUILDING INDUSTRY—Continued.								
		<i>b</i>	2	20	18		108	96
		<i>d</i>	1	1	1		6	24
<i>b</i> .....	Paint shops.....		11	47	34	25	268	224
		<i>a</i>	10	41	29	23	249	209
		<i>b</i>	1	4	4		11	8
		<i>c</i>		2	1	2	8	57
<i>c</i> .....	Plumbers' shops.....		2	26	2	146	595	703
		<i>a</i>	2	22	2	146	662	676
		<i>b</i>		3			26	23
		<i>d</i>		1		1	7	6
	Total—Group XII.....		73	195	1	115	202	1,954
XIII. WAREHOUSING.								
	Warehousing.....			3		4	46	45
		<i>a</i>		2		2	28	23
		<i>c</i>		1		2	20	22
	Total—Group XIII.....			3		4	46	45
ROCHESTER.								
I. STONE, CLAY AND GLASS PRODUCTS.								
1-b.....	Cut stone.....			3		2	93	72
2-a.....	Asbestos, graphite, etc.....			1	1	1	11	9
4-b.....	Terra cotta and fire clay products.....			2			105	105
5-a.....	Building glass.....			3	2		28	19
5-c.....	Pressed blown and cut glassware.....	1						
5-d.....	Bottles and jars.....		1			2	100	20
5-e.....	Cleaning and packing bottles.....		1			40	91	131
	Total.....		1	11	1	3	45	356
II. METALS MACHINES AND CONVEYANCES.								
1-a.....	Silver and plated ware.....			1		2	108	110
1-c.....	Gold and silver leaf.....			1			17	17
1-e.....	Jewelry, gold pens, etc.....			5	2	12	88	97
2-c.....	Brass and bronze castings.....			2		7	128	135
2-e.....	Brass and bronze ware not elsewhere specified.....			3	1	1	76	43
2-f.....	Sheet metal work.....			16	2	5	392	385
2-g.....	Metal goods, not elsewhere specified.....	1		12	1	15	316	264
3-g.....	Hardware, not elsewhere specified.....	1		7		4	272	230
3-h.....	Cutlery.....			4	1	6	44	32
3-i.....	Tools and dies.....			10		6	190	163
3-n.....	Wire work.....			2		1	41	44
3-p.....	Car wheels and railway equipment.....			1			115	120
3-q.....	Architectural and ornamental iron work.....			2			37	35
3-r.....	Cooking and heating apparatus.....			3			257	249
3-s.....	Typewriting and registering machines.....			1			20	20
3-t.....	Stationary engines, boilers, etc.....			7		2	154	161
3-u.....	Machinery not otherwise classified.....			37	2	21	39	1,241
3-v.....	Castings.....			10			7	464

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

IL159

New York City-Rochester.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
	1					60	25	10		22	
						4				3	
25		10				119	43	37		38	
23		10				119	32	35		33	
							6	2		4	
2							6			1	
146	2		1			44	485	28		29	1
145	2		1			44	471	15		20	1
							10	13		6	
1							4			3	
202	6	14	2	1		661	618	93		198	1
4											
2							20	6	15	4	
2								6	15	4	
4							20				
							20	6	15	4	
2						70				2	
1		3					8				
								105			
							16	3		1	
2								18			
40	1	40	1				91			1	1
45	1	43	1			70	115	126		4	1
2	7	11						108			
		5				17					
12		27	1				85			1	1
7	1	3	1				94	34		4	1
1	1		1				42			3	1
20	3	7	1			166	77	122		8	1
4	8	100	4				194	66		9	
6	11	2	4				72	152		3	1
	2						5	27		1	
2							79	82		10	
3							41			1	
5								115			
							35				
7	3							242		5	
							20				
14							147			2	
39	7		5			50	1,143	9		16	1
7	6		2				447	12		6	

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		Total.	
			Once.	More than once.		Office force.	Shops.		
ROCHESTER—Continued.									
II. METALS, MACHINES AND CONVEYANCES—Continued.									
4-a....	Telegraph, telephone, fire-alarm apparatus.....		3		2	1,397	3,768	5,165	
4-c....	Dynamos, motors and electrical supplies.....		9		2	19	311	277	
5-a....	Carriages, wagons and sleighs.....		14		10	25	697	701	
5-c....	Cycles.....	1	4		3	6	44	28	
5-d....	Motor vehicles.....		4		1	2	24	26	
5-g....	Railway repair shops.....		5			4	288	277	
7.....	Agricultural implements.....		2			1	37	38	
8-a....	Professional and scientific instruments.....		6			20	269	289	
8-b....	Optical and photographic apparatus.....		6	1		78	1,737	1,452	
8-c....	Lamps, reflectors, stereopticons, etc.....		6	1	1	18	679	627	
8-e....	Scales, meters, phonographs, etc.....		2	1	1	5	30	35	
Total.....			3	185	9	84	1,704	11,881	12,727
III. WOOD MANUFACTURES.									
2-a....	House trim.....	2	31		12	33	1,125	1,062	
2-b....	Packing boxes, crates, etc.....		3			4	199	203	
2-c....	Cigar and fancy wood boxes.....		2	1	3	1	43	39	
3.....	Cooperage.....		1				25	25	
4-c....	Wooden toys and novelties.....		5		6	1	34	27	
4-e....	Other articles and appliances of wood.....		17		19	9	213	189	
5-a....	Furniture and upholstery.....	2	18	1	8	25	1,282	1,218	
5-b....	Caskets.....		2			5	170	170	
5-c....	Store, office and kitchen fixtures.....		5		2	19	554	573	
5-d....	Mirrors and picture frames.....		6	1	1	3	318	321	
6.....	Pianos, organs, etc.....	1	6		2	7	423	427	
7-c....	Brooms.....		2		2		8	6	
7-d....	Articles of cork.....		1			4	24	28	
7-e....	Pipes, tobacco.....		1			2	35	37	
Total.....			5	100	3	55	113	4,453	4,225
IV. LEATHER AND RUBBER GOODS.									
1.....	Leather.....	1							
2.....	Furs and fur goods.....		4	1	2	7	91	98	
3-a....	Belting, washers, etc.....		2		2	10	23	33	
3-b....	Saddlery and harness.....		10		8	4	138	129	
3-c....	Traveling bags and trunks.....		4		1	14	184	198	
3-d....	Boots and shoes.....	2	50	2	24	156	5,522	5,522	
3-f....	Fancy leather goods.....		2				26	26	
4.....	Rubber and gutta percha goods.....		1	1	1	2	15	15	
5-a....	Pearl buttons, handles, etc.....	1							
5-b....	Articles of horn, bone, tortoise shell, etc.....		4			77	706	783	
5-c....	Brushes.....		2		1		29	27	
5-d....	Mattresses, pillows and other articles of hair, feathers, etc.....		1		1	1	13	14	
Total.....			4	80	4	40	271	6,747	6,845
V. CHEMICALS, OILS, PAINTS, ETC.									
1-a....	Proprietary medicines.....		5			14	39	53	
1-b....	Sodas and other alkalis.....	1	1		1		3	3	
1-d....	Other chemicals and drugs.....		4		2	4	21	25	
2-a....	Paint, varnish, etc.....		1			1	7	8	

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.161

Rochester.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1,397	40	750	12				3,768			1	
19	11	2	4		1	114	139	5		5	2
25							46	630		4	
6							15	7			
2							16	8		1	
4							208	65		5	
1	1		1				37				
20	1	98	4				134	135			
78	210	248	49				1,324	40		3	1
18	66	11	5				59	550		6	2
5							30			2	
1,704	378	1,264	94	1		347	8,267	2,409		96	11
33	8	1	3			25	951	53		17	1
4	19		4				55	144		11	3
1		3					13	25			
								25			
1						11	6	9		2	
9	2	2					95	85		3	
25	46	13	12				198	995		10	2
5	6	16	1				35	130		3	
19	15	96	9				533	21		2	
3	17	18	7				69	249		7	
6	5		1				208	218		7	
								6			
4		12					12	12			
2								35			
112	117	161	37			36	2,170	2,007		62	6
7		52					35	56		2	
10							2	21		2	
4	3	36	1				10	115		1	1
14	10	20	2				7	177		3	
153	320	2,121	182			50	2,103	3,216		49	37
	4	14	4	1		1	25			3	1
2		7					5	8		2	
77	36	390	28		5		410	296		8	
		6					27				
1		6						13			
268	373	2,652	217	1	5	51	2,624	3,902		70	39
14		20	1			13	26			4	
4		2				3					
1		5				7	11	3		3	

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
			Once.	More than once.		Office force.	Shops.	
ROCHESTER—Continued.								
V. CHEMICALS, OILS, PAINTS, ETC.—Continued.								
2-b.....	Dyes, colors and inks.....	1	8	.....	2	17	130	147
3.....	Wood alcohol and essential oils.....		1	.....		9	29	29
5.....	Mineral oil products.....		1	.....			192	201
6.....	Soda, perfumery and cosmetics.....		5	1	3	6	142	130
7-c.....	Glue, mucilage, etc.....		4	.....		9	61	40
7-f.....	Celluloid and other plastics.....		1	.....		5	100	105
	Total.....	2	31	1	8	65	724	741
VI. PAPER AND PULP.								
1.....	Rags and paper stock.....		4	.....	1	7	85	92
2-c.....	Paper mills.....	1	.....	.....	.....	.....	.....	.....
	Total.....	1	4	.....	1	7	85	92
VII. PRINTING AND PAPER GOODS.								
1.....	Type and printers' materials.....		1	.....	2	.....	4	4
2-a.....	Paper boxes and tubes.....	1	13	.....	6	24	768	751
2-c.....	Other paper goods.....		6	.....	3	176	214	379
3-a.....	Printing and publishing.....		38	.....	28	62	1,165	1,176
3-b.....	Bookbinding and blank-book making.....		7	.....	4	21	218	189
3-c.....	Lithographing and engraving.....		7	1	2	23	616	623
5.....	Photography.....		1	.....	1	.....	3	3
	Total.....	1	73	1	46	306	2,988	3,125
VIII. TEXTILES.								
2-a.....	Carpets and rugs.....		2	.....	1	.....	16	16
2-c.....	Woolens and worsteds.....		1	.....		1	99	100
4.....	Hosiery and knit goods.....	1	.....	.....	.....	.....	.....	.....
5-b.....	Upholstery goods.....		3	.....	1	8	276	248
	Total.....	1	6	.....	2	9	391	364
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.								
1-a.....	Tailoring.....	18	308	34	229	190	8,088	8,057
1-b.....	Shirt, collars and cuffs.....		4	.....	2	5	219	224
1-c.....	Men's neckwear.....		4	1	.....	7	181	180
2-a.....	Dress making.....	3	80	6	72	10	586	573
2-b.....	Women's white goods.....		1	1	.....	3	47	46
2-c.....	Corsets, garters, etc.....		2	.....	1	.....	9	9
3.....	Men's hats and caps.....		3	.....	2	.....	11	11
4-b.....	Millinery.....		22	.....	11	13	312	324
5-a.....	Banners, flags, quilts, etc.....		3	.....	1	4	52	44
5-b.....	Awnings, tents, sails, etc.....		2	.....	.....	3	33	28
5-c.....	Umbrellas and parasols.....		2	.....	2	.....	15	15
6-a-1.....	Laundries (non-Chinese).....		13	.....	12	19	715	619
6-b.....	Cleaning and dyeing.....	1	8	.....	1	3	33	32
	Total.....	22	447	42	333	257	10,301	10,162
X. FOOD, LIQUORS AND TOBACCO.								
1-a.....	Grain handling and milling.....	1	10	.....	3	9	87	92
1-c.....	Fruits and vegetables.....		5	.....	.....	30	1,038	456
1-d.....	Coffee and spice roasting and grinding.....		4	.....	1	5	128	83
1-e.....	Groceries not otherwise specified.....	1	4	.....	1	33	214	98
2.....	Provisions.....		1	.....	.....	.....	3	3
3.....	Dairy products.....		.....	1	2	.....	24	24

Rochester.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
17	5	30	1				118	17		2	
9	7						192	29		1	
6		103	1				59	65		1	1
9		12					5	26		4	
5		50	1				100			1	
65	12	222	4			23	506	147		18	1
7		42				8	39	43		2	
7		42				3	39	43		2	
24	9	508	31			11	622	54		9	10
176	1	107	1				199	4		3	
62	40	173	25			77	1,033	4		23	7
21	15	54	11				168			5	3
23	19	98	4				588	12		7	2
		1					3				
306	84	941	72			88	2,653	78		47	22
1	3	4						16			
8	4	35	3				3	96		1	1
8	12	189	9				9	231		1	2
9	19	228	12				12	343		2	3
184	86	4,037	240	1	1	167	7,143	563		230	40
5	2	165					219			7	
7	1	138	1				169	4		2	
10	1	427	11	2			305	258		70	4
3		39	1			1	42			6	
		6					9			2	
13	1	4					11				
		261	7				183	128		26	2
4		11					13	27			
3		2					14	11		2	
		11					15				
19	1	496	15			46	314	240		21	12
3		15						29		1	
251	92	5,612	275	3	1	214	8,437	1,260		367	58
9								83		6	
30	12	245	4				7	419		4	
5		21					4	74		7	
33		48					54	6		2	
								3			
								24		1	



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of Employees in the Year.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
ROCHESTER—Continued.								
X. FOOD, LIQUORS AND TOBACCO—Continued.								
4-a.....	Macaroni and other food pastes.....		2		2	3	30	33
4-c.....	Bread and other bakery products.....	2	50	1	40	15	200	214
4-d.....	Confectionery and ice cream.....		10		2	15	633	544
5-a.....	Artificial ice.....		1				25	15
5-b.....	Cider, grape juice, etc.....		1				45	12
5-d.....	Malt.....		1			1	33	4
5-e.....	Malt liquors.....		8			33	336	369
5-f.....	Vinous and distilled liquors.....		2			7	17	24
6-a.....	Tobacco and snuff.....		2		1	4	59	63
6-b.....	Cigars.....		31	6	29		209	195
	Total.....	4	132	8	81	155	3,081	2,224
XI. WATER, LIGHT AND POWER.								
2.....	Gas.....		1				100	100
4.....	Electric light and power.....		6				128	128
5.....	Steam heat and power.....		3				10	10
	Total.....		10				238	238
XII. BUILDING INDUSTRY.								
a.....	Carpenters' shops.....		1		1		3	3
c.....	Plumbers' shops.....	1	14	1	6	15	405	361
	Total.....	1	15	1	7	15	408	364
XIII. WAREHOUSING.								
	Warehousing and cold storage.....		1			2	40	22
	Total—Rochester.....	45	1,095	70	660	2,949	41,765	41,585
SYRACUSE.								
I. STONE, CLAY AND GLASS PRODUCTS.								
1-b.....	Cut stone.....		3		4		29	22
3-a.....	Asphalt.....		1				9	9
3-c.....	Plaster, wall and land.....		2			1	56	57
3-d.....	Sifted sand.....		1				5	5
3-e.....	Artificial stone.....	1		1		2	15	11
3-f.....	Plaster casts and ornaments.....		2	1	3		43	43
4-a.....	Building brick.....		1			1	72	73
4-c.....	Pottery products.....		1			9	389	398
	Total.....	1	11	2	7	13	618	618
II. METALS, MACHINES AND CONVEYANCES.								
1-a.....	Silver and plated ware.....		1		1	1	43	44
2-b.....	Copper work.....		2			2	73	75
2-c.....	Brass and bronze castings.....		3		4	2	57	59
2-e.....	Brass and bronze ware.....	2	2		2	2	6	8
2-f.....	Sheet metal work.....		4	2	4	8	450	458
2-g.....	Metal goods, not elsewhere specified.....		3		4	1	17	18
3-c.....	Rolling mills and steel works.....		4		3	43	1,196	1,169
3-d.....	Bridges and structural iron.....		1			2	31	33
3-g.....	Hardware, not elsewhere specified.....		3		2	15	464	475
3-i.....	Tools and dies.....	1	1		2	3	72	75
3-k.....	Fire arms.....		2		1	10	107	117
3-n.....	Wire works.....		1		2	1	11	12

## Rochester-Syracuse.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
3	1	9	1					30		3	
15	4	7	1				2	195	2	58	1
15	17	327	15			3	325	201		7	6
								15			
1								12			
								3			
33							336			3	
7								17		1	
4	1	41	1				21	38			
	12	18	12			172	21	2		4	3
155	47	716	34			175	785	1,107	2	96	10
									100	2	
						84	41	3		2	
						8		1	1	4	
						92	41	4	101	8	
								3			
15	1		1			340	6			4	1
15	1		1			340	6	3		4	1
2								20			
2,939	1,124	11,881	747	5	6	1,439	25,655	11,449	103	776	152
						22					
1	2		1					9		2	
								56		5	1
								5			
2								9		1	
		5						26		4	
1	2							17			
9	42	184	20				289	72		3	1
13	46	189	21			22	415	168		15	2
1		3					43			2	
2							16	57		1	
2	3						20	37		6	
2		4					4	2		5	
8	59	123	22	7		8		442		16	14
1								17		4	
43	14		4				2	1,124		3	2
2	1							31		5	
15	53	68	23				53	407		7	9
3	4	2	4					72		4	3
10	5		2				55	52		6	1
1								11		1	

Table IV--Factories Inspected in Cities of the First and Second Class--Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.	
			Once.	More than once.		Office force.	Shops.		
SYRACUSE—Continued.									
II. METAL, MACHINES AND CONVEYANCES—Continued.									
3-p.....	Car wheels and railway equipment.....		1		1	4	53	57	
3-q.....	Architectural and ornamental iron work.....		3		3	4	36	40	
3-r.....	Cooking and heating apparatus.....		6		2	22	220	242	
3-s.....	Typewriting and registering machines.....		4		4	94	1,724	1,698	
3-t.....	Stationary engines, boilers, etc.....	1	5		5	15	162	177	
3-u.....	Machinery not otherwise classified.....		14	1	21	28	470	477	
3-v.....	Castings.....	1	5		6	10	542	552	
4-a.....	Telegraph, telephone, fire-alarm apparatus.....		1		1		2	2	
4-c.....	Dynamos, motors and electrical machines.....		2		3	1	24	17	
5-a.....	Carriages, wagons and sleighs.....	1	2		2	6	252	256	
5-b.....	Blacksmithing and wheelwrighting.....		1		1		27	27	
5-d.....	Motor vehicles.....	1	3		2	108	1,036	1,144	
5-g.....	Railway repair shops.....		1				42	42	
7.....	Agricultural implements.....		3			82	520	545	
8-a.....	Professional and scientific instruments.....		1		1	3	6	9	
8-c.....	Lamps, reflectors, stereopticons, etc.....		1			4	157	161	
8-d.....	Clocks and time recorders.....		4		1	21	179	182	
8-e.....	Scales, meters, phonographs, etc.....		1			3	66	69	
Total.....			7	85	3	78	495	8,045	8,240
III. WOOD MANUFACTURERS.									
2-a.....	House trim.....	3	9		9	6	267	225	
2-b.....	Packing boxes, crates, etc.....		1		2	1	26	27	
2-c.....	Cigar and fancy wood boxes.....	1	2		3		24	24	
3.....	Cooperage.....		1			1	8	9	
4-e.....	Other articles and appliances of wood.....		3		4		29	20	
5-a.....	Furniture and upholstery.....	2	7		3	13	454	457	
5-b.....	Caskets.....		2		4	6	112	118	
5-c.....	Store, office and kitchen fixtures.....		1		1		3	3	
5-d.....	Mirrors and picture frames.....		3		7	5	78	83	
5-e.....	Other cabinet work.....		2		2		13	13	
6.....	Pianos, organs, etc.....		1		1		2	2	
7-c.....	Brooms.....	1	2		2	1	59	60	
Total.....			7	34	38	33	1,075	1,041	
IV. LEATHER AND RUBBER GOODS.									
3-a.....	Belt, washers, etc.....		3		6	9	46	55	
3-b.....	Saddlery and harness.....		1		1		12	12	
3-d.....	Boots and shoes.....		3		2	27	683	710	
3-e.....	Gloves and mittens.....		3		5		45	42	
4.....	Rubber and gutta percha goods.....		1			8	10	18	
Total.....			11		14	44	796	837	
V. CHEMICALS, OILS, PAINTS, ETC.									
1-a.....	Proprietary medicines.....		1	1	2	4	14	18	
1-b.....	Sodas and other alkalies.....		3		1	6	228	234	
1-d.....	Other chemicals and drugs.....		2			6	51	57	
2-a.....	Paint, varnish, etc.....		1		3	2	15	17	
2-b.....	Dyes, colors and inks.....		1		2	1	1	2	
3.....	Wood alcohol and essential oils.....			1		1	6	7	

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Syracuse.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
4 4 22 93 15 28 10  1 6  108 81 3 4 21 3  493	5  2 56  44   9 18  7  280	1  26 1  6   9  1 31 1 23 290	2  1 3  28   1   96	     1   8	  						

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	Factories Inspected.		No. owners at work.	Largest Number of EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
SYRACUSE—Continued.								
V. CHEMICALS, OILS, PAINTS, ETC.—Continued.								
4.....	Animal oil products.....	1	2		4	2	31	33
6.....	Soda, perfumery and cosmetics.....		1		1		7	7
7-a.....	Wax figures, etc.....		2			2	128	130
	Total.....	1	13	2	13	24	481	505
VI. PAPER AND PULP.								
1.....	Rags and paper stock.....		1		1	1	16	17
VII. PRINTING AND PAPER GOODS.								
2-a.....	Paper boxes and tubes.....		5		5	3	130	133
3-a.....	Printing and publishing.....	1	18	2	20	89	317	406
3-b.....	Book binding and blank-book making.....		5	1	7	3	126	129
3-c.....	Lithographing and engraving.....		2	1	3	8	43	51
4.....	Wall paper.....		1			7	303	310
	Total.....	1	31	4	35	110	919	1,029
VIII. TEXTILES.								
2-a.....	Carpets and rugs.....		1			1	15	16
4.....	Hosiery and knit goods.....		2	1		6	633	529
	Total.....		3	1		7	648	545
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.								
1-a.....	Tailoring.....		22	3	29	46	1,212	1,248
1-b.....	Shirts, collars and cuffs.....		1		1		16	16
1-d.....	Suspenders and other furnishing goods.....		1		1	1	9	10
2-a.....	Dress making.....	3	7	2	4	10	845	770
2-b.....	Women's white goods.....		1		1		25	17
3.....	Men's hats and caps.....		1				12	12
5-b.....	Awnings, tents, sails, etc.....	1	3		1	1	35	24
6-a-1.....	Laundries, (non-Chinese).....		10		11	5	218	223
6-b.....	Cleaning and dyeing.....		2	1	3	1	8	9
	Total.....	4	48	6	51	64	2,380	2,329
X. FOOD, LIQUORS AND TOBACCO.								
1-a.....	Grain handling and milling.....		1			3	22	25
1-c.....	Fruits and vegetables, canning and preserving.....		1	1	2	7	270	277
1-e.....	Groceries, not otherwise specified.....		2			16	141	136
4-a.....	Macaroni and other food pastes.....		-1		1	1	32	33
4-c.....	Bread and other bakery products.....	1	45		35	28	246	272
4-d.....	Confectionery and ice cream.....		4		7	2	88	90
5-c.....	Mineral and soda waters.....		1		3	1	15	16
5-d.....	Malt.....		2			2	36	38
5-e.....	Malt liquors.....	1	6		2	16	178	194
6-b.....	Cigars.....	1	7		8	3	241	244
	Total.....	3	70	1	58	79	1,269	1,325
XI. WATER, LIGHT AND POWER.								
4.....	Electric light and power.....		2			3	83	86

Syracuse.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
2	1	17						31			
2	8	30	9				112	16		1	1
24	23	181	35				355	126		21	11
1		13					16			1	
3	7	92	17			8	118	4		5	2
89	13	40	9			99	218			35	2
3		71	1				126			4	
8	5		2	1			43			6	1
7	75	28	19				303			2	
110	100	231	48	1		107	808	4		52	5
1		5						15		2	
5	8	425	35				524			5	3
6	8	430	35				524	15		7	3
46	20	696	57	2			1,047	155		64	47
1		12						16		3	
10	1	705	18			9	551	209		23	8
		14					17			2	
		3						12		3	
1		18					14	9		7	
5		172	5					218		31	5
1		1						8		3	
64	21	1,628	75	2		9	1,629	627		136	60
3									22	1	
7	15	142	4					270		5	
16		50					20	100		3	
1	2	13	6	1			32			6	5
28	10	58	1				128	116		67	1
2		31	2					88		9	
1	5							15			
2								36			
16						100	78			2	
3	1	61	1			165	76			5	
79	33	355	14	1		265	334	625	22	98	6
3						28			55		

Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
			Once.	More than once.		Office force.	Shops.	
	<b>SYRACUSE—Continued.</b>							
	<b>XII. BUILDING INDUSTRY.</b>							
b.....	Paint shops.....		1				28	15
c.....	Plumbers' shops.....		2		1	13	23	26
	Total.....		3		1	13	51	
	Total—Syracuse.....		24	312	19	296	886	16,381
	<b>TROY.</b>							
	<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>							
1-b.....	Cut stone.....	1	6		2		51	40
3-a.....	Asphalt.....		1				25	25
3-c.....	Artificial stone.....		1			1	11	3
4-a.....	Building brick.....		4				68	68
4-b.....	Terra cotta and fire clay products.....		3			13	130	148
	Total.....	1	15		2	14	285	279
	<b>II. METALS, MACHINES AND CONVEYANCES.</b>							
2-b.....	Copper work.....		2		2		8	3
2-c.....	Brass and bronze castings.....		2			1	32	17
2-e.....	Brass and bronze ware.....		2			4	21	25
2-f.....	Sheet metal work.....	2	7		1	1	60	56
2-g.....	Metal goods, not elsewhere specified.....		1				10	10
3-c.....	Rolling mills and steel works.....		3			11	1,306	1,306
3-d.....	Bridges and structural iron.....		1			2	60	62
3-g.....	Hardware, not elsewhere specified.....		1		1	1	9	10
3-i.....	Tools and dies.....		1				16	16
3-m.....	Metal beds and bed springs.....		1				6	3
3-n.....	Wire work.....	2	2		1	2	107	95
3-p.....	Car wheels and railway equipment.....		1			8	250	208
3-r.....	Cooking and heating apparatus.....	1	4			16	311	227
3-t.....	Stationary engines, boilers, etc.....		2			4	53	51
3-u.....	Machinery not otherwise classified.....	3	10	1	5	17	325	245
3-v.....	Castings.....	1	6			14	682	653
4-c.....	Dynamos, motors and electrical supplies.....		1			7	100	69
5-a.....	Carriages, wagons and sleighs.....		11		6	4	106	72
5-c.....	Cycles.....		2		2		7	5
5-d.....	Motor vehicles.....		1		1		1	1
5-g.....	Railway repair shops.....		1			1	22	23
3-a.....	Professional and scientific instruments.....		2			12	156	168
8-e.....	Scales, meters, phonographs, etc.....		2			2	24	17
	Total.....		9	72	1	19	107	3,762
	<b>III. WOOD MANUFACTURES.</b>							
1.....	Saw mill products.....		3		1		15	14
2-a.....	House trim.....	1	3		1	1	44	44
2-b.....	Packing boxes, crates, etc.....	2						
8.....	Cooperage.....		2				27	24
4-e.....	Other articles and appliances of wood.....		5		3	2	53	52
5-a.....	Furniture and upholstery.....		10		8	1	39	32
5-e.....	Other cabinet work.....		1				14	6
7-c.....	Brooms.....	1						
	Total.....		4	24	13	4	192	172

Syracuse-Troy.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
13	.....	.....	.....	.....	.....	.....	.....	15	.....	2	.....
13	.....	.....	.....	.....	.....	.....	.....	13	.....	2	.....
13	.....	.....	.....	.....	.....	.....	.....	28	.....	4	.....
883	609	3,640	374	18	.....	651	6,278	8,724	77	532	141
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	33	5	2	.....	3	.....
1	.....	.....	.....	.....	.....	.....	.....	25	.....	2	.....
13	.....	.....	.....	.....	.....	15	.....	2	.....	.....	.....
13	.....	.....	.....	.....	.....	.....	40	53	.....	5	.....
14	.....	.....	.....	.....	.....	.....	.....	90	.....	1	.....
14	.....	.....	.....	.....	.....	48	45	172	.....	11	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
1	.....	.....	.....	.....	.....	3	.....	.....	.....	1	.....
4	.....	.....	.....	.....	.....	.....	6	10	.....	1	.....
1	2	.....	.....	.....	.....	22	.....	1	.....	2	.....
11	.....	1	.....	.....	.....	.....	.....	33	.....	2	.....
2	.....	.....	.....	.....	.....	.....	.....	10	.....	1	.....
1	.....	.....	.....	.....	.....	.....	31	1,354	.....	2	.....
.....	.....	.....	.....	.....	.....	.....	60	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	9	.....	.....	.....
2	6	10	6	.....	.....	.....	.....	16	.....	4	.....
8	.....	.....	.....	.....	.....	.....	6	3	.....	3	.....
.....	.....	.....	.....	.....	.....	.....	.....	87	.....	1	.....
16	.....	.....	.....	.....	.....	.....	.....	200	.....	.....	.....
4	.....	.....	.....	.....	.....	.....	50	161	.....	5	.....
17	1	1	1	.....	.....	.....	.....	47	.....	.....	.....
14	.....	.....	.....	.....	.....	60	33	198	.....	12	.....
7	2	.....	.....	.....	.....	.....	570	8	.....	6	.....
4	.....	.....	.....	.....	.....	.....	.....	62	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	68	.....	6	.....
1	.....	.....	.....	.....	.....	.....	.....	5	.....	.....	.....
12	.....	.....	.....	.....	.....	.....	.....	1	.....	1	.....
2	.....	.....	.....	.....	.....	.....	.....	22	.....	.....	.....
107	11	12	7	.....	.....	85	776	156	.....	1	.....
.....	.....	.....	.....	.....	.....	.....	.....	15	.....	.....	.....
1	.....	1	.....	.....	.....	.....	.....	2,466	.....	48	1
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	14	.....	3	.....
.....	.....	.....	.....	.....	.....	.....	43	.....	.....	3	.....
.....	.....	.....	.....	.....	.....	.....	20	4	.....	2	.....
2	1	.....	.....	.....	.....	.....	.....	6	.....	4	.....
1	.....	3	.....	.....	.....	.....	.....	44	.....	5	.....
.....	.....	.....	.....	.....	.....	.....	.....	31	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
4	1	4	.....	.....	.....	.....	75	93	.....	17	.....



Table IV—Factories Inspected in Cities of the First and Second Class—Continued.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
			Once.	More than once.		Office force.	Shops.	
TROY—Continued.								
IV. LEATHER AND RUBBER GOODS.								
2.....	Furs and fur goods.....		2		1		13	13
3-a.....	Belting, washers, etc.....		2			1	10	11
3-b.....	Saddlery and harness.....	1	1	1		4	25	25
3-d.....	Boots and shoes.....	1	1		1		2	2
4.....	Rubber and gutta percha goods.....		4		3		3	3
5-c.....	Brushes.....	2	10	2	5	12	479	478
	Total.....	4	20	3	10	17	532	532
V. CHEMICALS, OILS, PAINTS, ETC.								
2-a.....	Paint, varnish, etc.....		1			4	42	46
4.....	Animal oil products.....		2			1	11	10
7-c.....	Glue, mucilage, etc.....		1			1	9	10
	Total.....		4			6	62	66
VI. PAPER AND PULP.								
1.....	Rags and paper stock.....	1	3		1	2	75	77
2-c.....	Paper mills.....		3			7	173	180
	Total.....	1	6		1	9	248	257
VII. PRINTING AND PAPER GOODS.								
2-a.....	Paper boxes and tubes.....		7			11	448	454
3-a.....	Printing and publishing.....	3	21	1	9	47	386	420
3-b.....	Bookbinding and blank-book making.....		1		1		7	7
3-c.....	Lithographing and engraving.....		2	1		2	27	29
	Total.....	3	31	2	10	60	868	910
VIII. TEXTILES.								
4.....	Hosiery and knit goods.....	1	3	1		8	1,011	966
6.....	Flax, hemp and jute manufactures.....		1			1	40	36
7.....	Oil cloth, window shades, etc.....		1				25	25
	Total.....	1	5	1		9	1,076	1,027
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.								
1-a.....	Tailoring.....	4	44	2	38		110	99
1-b.....	Shirts, collars and cuffs.....	8	27	7	3	296	13,943	12,024
1-c.....	Men's neckwear.....		1				6	6
2-a.....	Dress making.....	4	15	1	11		214	172
2-d.....	Ladies' neckwear.....		1				80	26
3.....	Men's hats and caps.....		1				4	2
4-b.....	Millinery.....	7	21		9		143	84
5-b.....	Awnings, tents, sails, etc.....		3		2		13	9
6-a-1.....	Laundries, (non-Chinese).....	3	12		5	5	963	968
6-a-2.....	Chinese laundries.....	5	8	1	7		8	8
6-b.....	Cleaning and dyeing.....	2	13	1	11		21	16
	Total.....	33	146	12	86	301	15,505	13,414
X. FOOD, LIQUORS AND TOBACCO.								
1-a.....	Grain handling and milling.....		2			7	20	27
1-c.....	Fruits and vegetables, canning and pre- serving.....		1			1	10	7
1-d.....	Coffee and spice roasting and grinding.....		1				2	2
2.....	Provisions.....	2						

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Troy.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
		7						13		1	
1		1						10			
4								21			
								2			
		1						3		1	
12	20	29	17				257	209		13	12
17	20	38	17				257	258		15	12
4								42			
1								9		1	
1								9		1	
6								60		2	
2		35						75		1	
7		15						54	119	3	
9		50						129	119	4	
11	47	195	24				140	303		4	1
47	12	18	3			128	243	2		15	1
		3						7			
2	2	2	1			8	19				
60	61	218	28			136	402	312		19	2
8	13	660	13				13	945		2	
1	5	4						35		1	
								25			
9	18	664	13				13	1,005		3	
	1	7					5	94		19	
290	49	9,056	80				8,325	3,409		44	6
		6	1				1	5		1	
	3	103					109	61	2	7	
								26			
		25					2			3	
		1								1	
		4	1					86		19	1
		3					3	6		2	
5	5	829	5			9	361	593		16	
								8		6	
								16		8	
295	58	10,071	87			11	8,834	4,272	2	126	8
7		4						20		4	
1								6			
							2				

Table IV—Factories Inspected in Cities of the First and Second Class—Concluded.

Industry number.	CITY AND INDUSTRY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		No. owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
			Once.	More than once.		Office force.	Shops.	Total.
TROY—Concluded.								
X. FOOD, LIQUORS AND TOBACCO— Continued.								
3.....	Dairy products.....		1			1	19	20
4-c.....	Bread and other bakery products.....	10	40	1	18		116	116
4-d.....	Confectionery and ice cream.....	4	11		3		52	48
5-c.....	Mineral and soda water.....		4		2	1	22	21
5-e.....	Malt liquors.....		14			20	209	227
6-b.....	Cigars.....	5	23		10	3	289	281
Total.....		21	97	1	33	33	739	749
XI. WATER, LIGHT AND POWER.								
1.....	Water.....		1			1	27	28
2.....	Gas.....		1			1	9	10
4.....	Electric light and power.....	2	2			4	22	26
5.....	Steam heat and power.....		3				4	4
Total.....		2	7			6	62	68
XII. BUILDING INDUSTRY.								
a.....	Carpenters' shops.....	1	9		3	1	135	66
b.....	Paint shops.....		2				18	18
c.....	Plumbers' shops.....		9		8	2	43	37
Total.....		1	20		11	3	196	121
XIII. WAREHOUSING.								
Warehousing and cold storage.....			1			2	20	32
Total—Troy.....		80	448	20	185	571	23,547	21,051

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Troy.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
1	1	2				9	19	102	5	51	
.....	2	11	1				19	29		13	1
1								20		1	
20						10	59	135	3	7	
3	39	1	25	1		278				11	4
33	42	18	26	1	.....	297	99	312	8	87	5
1						7	20				
1								9			
4							20	2			
.....								4		1	
6						7	40	15		1	
1						41	24			3	
.....						12		6			
2						34	1			5	
3						87	25	6		8	
2								20			
565	211	11,075	178	1	.....	671	10,566	9,120	129	341	28

TABLE V—STATISTICS OF FACTORIES

Recapit-

GROUPS OF INDUSTRIES.	Closed, burned, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
I. Stone, clay and glass products....	82	841	31	391	1,090	37,402	New York 34,170
II. Metals, machines and conveyances.	384	4,555	165	2,800	12,041	221,499	204,887
III. Wood manufactures.....	331	2,567	78	1,794	2,399	70,138	65,036
IV. Leather and rubber goods.....	190	1,993	86	1,447	1,894	60,708	55,700
V. Chemicals, oils, paints, etc.....	47	703	13	226	3,517	23,463	24,640
VI. Paper and pulp.....	37	349	11	134	403	14,782	14,796
VII. Printing and paper goods.....	189	2,863	79	1,881	8,959	79,923	81,819
VIII. Textiles.....	104	871	66	448	1,569	98,309	92,497
IX. Clothing, millinery, laundry, etc...	1,109	10,241	452	7,846	6,498	263,137	225,296
X. Food, liquors and tobacco.....	595	6,005	180	3,843	3,977	100,767	90,215
XI. Water, light and power distribution	44	447	5	13	239	7,722	7,741
XII. Building industry.....	85	302	2	182	260	3,203	2,632
XIII. Warehousing.....		10			8	131	104
I. Stone, clay and glass products....	30	426	19	241	621	14,351	New York 12,517
II. Metals, machines and conveyances.	223	2,817	97	1,756	5,788	87,512	79,763
III. Wood manufactures.....	113	1,345	43	898	1,317	34,096	30,701
IV. Leather and rubber goods.....	126	1,450	64	1,217	1,151	29,607	25,976
V. Chemicals, oils, paints, etc.....	27	489	8	158	2,008	12,717	13,396
VI. Paper and pulp.....	11	153	2	87	60	2,191	2,108
VII. Printing and paper goods.....	110	1,896	52	1,193	7,128	60,452	61,552
VIII. Textiles.....	71	554	41	353	666	29,419	26,249
IX. Clothing, millinery, laundry, etc...	880	8,197	366	6,250	5,298	207,170	173,692
X. Food, liquors and tobacco.....	186	2,970	115	1,662	2,563	60,369	55,815
XI. Water, light and power distribution	2	147	1	8	160	5,668	5,677
XII. Building industry.....	73	195	1	115	202	1,955	1,574
XIII. Warehousing.....		3			4	46	45
Total.....	1,852	20,642	809	13,938	26,996	545,853	489,065

## INSPECTED IN EACH INDUSTRY.

ulation.

OF EMPLOYERS AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
State.											
1,086	1,037	1,316	328	13	1	6,393	10,178	15,145	1,368	985	92
11,809	5,102	10,851	1,272	27	.....	9,845	86,095	94,609	2,529	5,334	349
2,371	2,036	3,183	749	24	6	4,988	21,483	35,636	558	3,718	208
1,887	1,696	16,292	946	9	14	711	19,514	33,540	48	2,550	228
3,492	588	4,951	314	15	.....	2,489	11,390	6,974	295	648	72
403	119	1,721	45	1	.....	602	583	5,535	7,673	878	25
8,823	2,517	23,013	1,233	21	1	9,418	53,397	9,982	199	3,286	411
1,563	3,137	49,165	2,756	11	3	1,425	27,406	61,675	428	1,553	203
6,320	1,573	118,311	2,329	40	19	16,252	129,932	71,112	1,680	17,374	890
3,929	1,265	29,745	919	23	.....	13,006	24,031	46,181	3,068	7,689	236
234	4	3	.....	.....	.....	1,625	1,405	2,051	2,426	359	.....
260	9	14	4	1	.....	1,325	832	215	.....	261	2
8	.....	.....	.....	.....	.....	.....	24	57	15	8	.....
City.											
618	366	558	115	3	1	5,057	3,618	3,142	82	552	37
5,710	2,591	6,373	699	13	.....	6,420	45,979	21,397	257	3,414	201
1,300	726	1,731	320	5	.....	4,272	15,461	9,659	9	1,843	76
1,148	595	7,623	356	4	8	595	14,192	9,993	48	2,106	114
2,002	293	3,244	192	12	.....	2,297	5,502	3,439	156	459	48
60	29	808	19	1	.....	7	43	251	1,689	35	209
7,003	1,671	17,621	837	16	1	7,919	41,176	5,427	27	2,466	282
661	711	14,761	697	6	2	1,139	14,982	9,308	159	947	78
5,153	1,007	84,348	1,592	25	18	15,207	101,178	50,561	1,593	15,410	673
2,546	465	20,074	279	6	.....	9,438	19,525	22,930	1,376	4,729	111
160	3	3	.....	.....	.....	1,389	1,210	1,758	1,160	115	.....
202	6	14	2	1	.....	661	618	93	.....	198	1
4	.....	.....	.....	.....	.....	.....	20	6	15	4	.....
26,597	8,463	157,158	5,108	92	30	54,437	263,712	139,402	4,917	32,482	1,625

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
1. Stone.							
a. Crushed stone.....	2	15			20	1,141	1,058
Rockland Lake.....		2				480	400
Stoneco.....		1			4	225	229
Tompkins Cove.....		2			2	258	237
b. Cut stone.....	12	228	9	133	223	6,968	5,781
Buffalo.....		4		1	2	301	248
Gouverneur.....		7	1	2	5	189	190
New York City.....	7	134	5	75	176	5,643	4,353
c. Hones, slates, mosaics, etc.....		9		5	7	72	72
New York City.....		5		5	2	41	36
2. Miscellaneous Mineral Products.							
a. Asbestos, graphite, etc.....	4	35	2	11	58	1,257	1,224
New York City.....	1	19	1	3	37	905	854
b. Abrasives.....	1	9		1	53	494	537
Niagara Falls.....		1			40	316	356
3. Lime, Cement and Plaster.							
a. Asphalt.....	3	16	1	3	33	883	713
New York City.....	2	9	1	2	25	600	502
b. Cement and Lime.....	5	23	2	1	72	2,387	2,276
Glens Falls.....		2	1		10	471	388
Hudson.....			1			303	303
Rosendale.....		3			10	432	442
c. Plaster, wall and land.....	4	23	2	4	26	1,062	996
Newburgh.....		1			4	155	159
New York City.....	1	2	2	1	4	526	428
Oakfield.....		3			6	145	151
d. Sifted sand and mortar.....	4	16		3	3	425	400
Port Washington.....	2	5		3		160	153
Roslyn.....		5				215	194
e. Artificial stone.....	3	13	2	5	6	165	131
New York City.....	1	5	1	3	1	73	55
f. Plaster casts and ornaments.....	5	64	3	45	30	965	608
New York City.....	5	62	2	42	30	922	565
4. Brick, Tile and Pottery.							
a. Common brick.....	10	146	1	42	39	10,762	10,195
Buffalo.....		5			5	312	317
Catskill.....		3		1		316	290
Coeysmans.....		3		6	1	305	306
Dutchess Junction.....		7				602	538
East Kingston.....		9		3	1	943	932
Fishkill-on-Hudson.....	1	4				422	422
Flatbush.....		5				363	361
Glasco.....		7		1		587	587
Haverstraw.....		30		13	1	2,165	1,931
Kingston Point.....		1				236	236
Mechanicville.....	1	4			3	304	307
New York City.....		6	1	2	4	299	286
Roseton.....		2			3	660	606
Verplanck.....		4				355	320
Walshville.....		1			2	400	383

## [Statistics of Factories Inspected: By Industries.]

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
CLAY PRODUCTS.											
20	1							1,081	7	20	
								400			
4								225		4	
2								225			
221	33	63	2			4,119	593	696	152	223	2
2	1	58				79		167		1	
5	1							17		8	
175	27	5	2			3,665	394	119		163	2
7	1	7									
2		4				24	10	31		8	
						24	10			5	
58	37	242	18			50	374	695	47	49	5
37	18	166	8			40	212	565		34	5
53	20	21	3			17	5	462		13	
40	10	11						316		7	
32		5					24	587	70	23	
24		5					24	454		12	
72	28	3	14				20	1,357	827	45	3
10	3		3					303	75	8	2
		3						3	300	4	
10	16		6				16	416		10	
26	15	18	4				46	731	183	32	4
4	2							155		2	
4	8	18					45	379		3	
6	1		1				1		144	5	1
3						6		391		20	
								153		7	
								194		9	
6	3		1			41	24	60		19	
1	3		1			41	2	11		8	
29	12	7	3			322	121	128	8	83	2
29	12	2	3			322	95	111	8	79	2
39	406	6	110	11		558	3,703	5,895		165	36
5	29		10	1		56	256			5	5
	10							290		4	1
1	13							305		3	
	21		10				538			3	3
1	47		14	1			12	919		5	6
	19		5			2	3	417		4	1
	11		1	3			1	360		4	
	48		31	3			31	556		10	5
1	87		17				1,930			33	6
	10		2					236		1	2
3	11		4				2	302		3	2
4	5	6	3	1			15	267		20	
3	18						603				
	12		3				1	319		5	2
2	25			1		380				3	



Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
<b>4. Brick, Tile and Pottery—Continued.</b>							
b. Terra cotta and fire clay products.....	7	41		14	68	1,621	1,514
Corning.....		2		1	2	206	206
New York City.....	5	25		13	44	873	753
c. Pottery products.....	2	26		19	112	1,422	1,476
Buffalo.....		1			6	204	210
New York City.....	1	16		16	65	369	376
Solvay.....	1	2		2	13	208	221
Syracuse.....		1			9	389	398
<b>5. Glass.</b>							
a. Building glass.....	5	58	3	25	93	1,412	1,402
Buffalo.....		5	1	4	4	107	94
Cleveland.....	1	1			1	130	131
New York City.....	3	46	2	16	87	1,129	1,141
b. Beveled glass and mirrors.....	2	28	3	26	102	963	1,024
New York City.....	1	24	3	15	98	910	973
c. Pressed, blown and cut glassware.....	8	69	1	40	83	3,811	3,431
Corning.....	3	10		2	35	2,006	1,706
New York City.....	2	47	1	36	36	1,376	1,328
d. Bottles and jars.....	5	11	2	8	22	1,441	1,164
New York City.....	1	7		6	5	678	683
Olean.....			2		9	495	287
e. Cleaning and packing bottles.....		11		6	40	151	178
Rochester.....		1			40	91	131
<b>II. METALS, MACHINES</b>							
<b>1. Gold, Silver and Precious Stones.</b>							
a. Silver and plated ware.....	7	74		39	209	2,783	2,729
East Syracuse.....		1			15	134	149
Mt. Vernon.....		1			11	264	275
New York City.....	6	65		36	174	1,828	1,743
Port Jervis.....		1			4	143	147
Rochester.....		1			2	108	110
Sag Harbor.....		1				182	182
b. Gold and Silver Refining.....	1	8		2	9	70	74
c. Gold, silver and aluminum leaf.....		31	1	25	17	795	787
Hicksville.....		10		9		91	91
Massena.....		1			9	400	409
New York City.....		19	1	15	8	287	270
d. Gold and silver watch cases.....	2	20	2	24	51	1,222	1,187
Sag Harbor.....		1			16	592	608
New York City.....	2	19	2	24	35	630	579
e. Jewelry, gold pens, etc.....	32	319	4	234	519	4,503	4,411
Buffalo.....		15		11	26	294	314
New York City.....	32	297	4	219	481	4,109	3,992
f. Lapidary work, (New York City).....	30	108	1	89	140	1,188	1,152
<b>2. Copper, Lead, Zinc, Etc.</b>							
a. Smelting and refining.....	3	18		3	39	1,450	1,464
New York City.....	2	17		3	34	1,395	1,404
b. Copper work.....		46		27	59	1,902	1,798
Buffalo.....		5		2	9	297	261

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops)	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
PRODUCES—Continued.											
68	27	20	5			261	443	742		45	3
2								206			
44	23	20	3			261	356	92		35	2
112	109	409	59	2		1	999	364		38	11
6	25	85	11				204			5	4
65	22	54	25	2		1	230	80		20	6
13	11	66	2				175	38		7	
9	42	184	20				389			3	1
93	21	162	9		1	473	667	169		61	5
4	1	36					90			5	
1								130		3	
87	19	126	9		1	464	554	36		50	5
102	13	35	7			121	688	113		39	6
98	13	35	7			121	688	65		35	6
83	125	253	33			192	1,467	1,615	74	69	9
35	4	143	4				1,007	664		5	
36	100	82	27			93	319	806	74	55	9
22	185	23	59			206	901	35		13	5
5	107	23	24				667	11		9	
9	50		18			206	72				
40	1	42	1				93	43		20	1
40	1	40	1				91			1	

## AND CONVEYANCES.

209	128	296	36			8	1,516	996		96	9
15	9	28	6				134			8	5
11	18	31	6				264			4	2
174	66	166	16			8	1,073	488		67	2
4	12	31	1					143		2	
2	7	11						108			
	13	18	7					182		3	
9	2	3	1			19	46			6	1
17	27	170	12			171	153	446		42	1
	2	66	4					91		14	
9	20					91		309		3	
8	5	99	8				153	46		25	1
50	34	121	19			6	347	784		32	2
16	22	88	14					592		3	
34	12	33	5			6	347	192		29	2
519	195	454	86	1		281	3,028	583		313	27
26	31	32	7				288			12	2
481	164	394	78	1		281	2,647	583		299	24
140	33	77	17			310	690	12		48	1
39	1					8	1,256	119	42	17	
34	1					8	1,256	64	42	17	
59	41	177	1			28	653	1,058		46	1
9	4	42					4	248		3	

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	Factories inspected.		Number owners at work.	Largest number of employees in the year.		Total.
		Once.	More than once.		Office force.	Shops.	
II. METALS, MACHINE, AND CHINESE							
2. Copper, Lead, Zinc, Etc.—Continued.							
Hastings.....		1			5	320	325
New York City.....		26		22	14	377	306
Rome.....		7			29	303	304
c. Brass and bronze castings.....	4	56	2	37	33	863	832
Buffalo.....	1	9		3	3	111	114
New York City.....	3	34	2	29	9	451	412
Rochester.....		2			7	128	135
d. Gas and electric fixtures.....	2	63	4	42	87	2,584	2,313
New York City.....	1	58	4	39	84	2,505	2,235
e. Brass and bronze ware (not elsewhere specified).....	10	143	11	92	193	4,736	4,482
Coxsackie.....		2			6	151	157
New York City.....	6	119	11	84	158	3,458	3,235
Rome.....		3			6	558	563
Waterford.....		1			7	170	177
f. Sheet metal work.....	38	431	21	254	777	17,877	16,186
Buffalo.....	4	38	1	12	64	1,614	1,593
Catsandaguis.....	1	1		2	15	536	551
Jamestown.....		1			90	689	779
New York City.....	25	304	14	194	519	12,503	11,021
Rochester.....		16	2	5	20	392	385
Schenectady.....		10		4	15	232	227
Syracuse.....		4	2	4	8	450	458
g. Metal goods, not elsewhere specified..	14	178	18	132	176	4,034	3,771
Buffalo.....	1	9	3	5	5	123	128
Lindenhurst.....		1			1	120	108
New York City.....	11	130	13	92	155	3,133	2,981
Rochester.....	1	12	1	15	4	316	264
3. Iron and Steel Products.							
a. Ore crushing, etc.....		4			21	123	134
Mineville.....		2			17	86	103
b. Pig iron.....	2	8		1	147	6,903	6,901
Buffalo.....		3		1	6	560	566
W. Seneca.....		2			134	6,169	6,154
c. Rolling mills and steel works.....	3	37	1	21	148	6,453	6,388
Auburn.....		4			14	742	756
Cohoes.....	1	1			7	610	617
New York City.....		9		7	39	1,314	1,353
Syracuse.....		4		3	43	1,196	1,169
Troy.....		3			11	1,396	1,396
d. Bridges and structural iron.....	2	29		6	157	2,011	1,912
Buffalo.....		2			32	213	245
Elmira.....		2			13	440	453
New York City.....	1	16		5	82	879	821
g. Hardware.....	7	100	8	72	231	5,661	5,554
Cortland.....		2			9	284	277
New York City.....	4	46	4	32	61	1,449	1,359
North Tonawanda.....		1			23	682	705
Port Chester.....		1			48	664	712
Rochester.....	1	7		4	6	272	280
Sherrel.....		1			13	280	262
Syracuse.....		3		2	15	464	475
Watertown.....			3	3	9	257	230

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
AND CONVEYAN	CES—C	continued.									
5	16	21					320			3	
14	12	4	1			25	218	49		29	1
29	9	110					92	683		7	
33	20	3	3			21	496	279	3	56	3
3	2						13	98		8	
9	13		1			21	291	88	3	30	1
7	1	3	1				94	34		4	1
86	98	45	24			37	1,270	920		140	14
83	93	42	23			24	1,223	905		135	13
190	157	391	52			189	1,937	2,166		214	20
6	15		4				4	147		4	2
155	119	346	43			188	1,801	1,091		181	16
6	8	24					9	548		1	
7	4							170		4	
774	880	1,991	222	7		2,058	3,711	9,643		488	48
64	206	134	36			123	233	1,173		23	15
15		74						536			
90	10		5				689				
518	500	1,476	146			1,554	2,503	6,446		375	9
20	3	7	1			166	77	122		8	1
15						127	85			11	
8	59	123	22	7		8		442		16	14
176	195	900	75	9		139	1,758	1,698		264	21
5	15	23	4	1			10	113		21	3
1	18	46	18					107		3	
155	144	697	45	8		139	1,517	1,170		208	15
4	8	100	4				194	66		9	
21								103	10	3	
17								86		1	
139	20							6,092	670	12	
6								10	550		
126	20							6,028		11	
147	68	73	13			35	1,127	5,079		52	9
14	14		2				2	740		3	
7	10		1					610		8	1
39	16		3			1	920	393		20	3
43	14		4				2	1,124		3	2
11		1					31	1,354			
140	30	1	2			72	1,111	589		42	
32	10		1				1	212		1	
13							290	150			
65	18	1				71	635	50		27	
225	403	475	91	2		96	1,678	3,555		166	19
9	4	10	1				1	267		2	
57	96	163	33			96	452	754		66	4
23	161	90	11					682			
48	34	68	5				664			9	
6	11	2	4				72	152		3	1
13	4	15	1				249			1	
15	53	68	23				53	407		7	9
7	5	18	2	1				229		23	1

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYERS IN THE YEAR.		NUMBERS  Total.
		Once.	More than once.		Office force.	Shops.	
3. Iron and steel products—Continued.							
h. Cutlery.....	1	48	7	45	44	2,669	2,482
Camillus.....		1		1	2	177	179
Ellenville.....		1		1	2	166	168
Fulton.....		2		5	2	122	113
Little Valley.....			4		6	267	273
New York City.....	1	24		21	14	250	255
Perry.....		1			4	165	169
Walden.....		3		2	9	1,043	1,022
i. Tools and dies.....	13	136	2	121	109	2,548	2,408
Buffalo.....		10		3	20	168	178
Middletown.....		3			4	254	246
New York City.....	7	70	1	72	41	741	648
Norwich.....		1			6	190	196
Oswego.....		1		2	4	144	148
Rochester.....		10		6	2	190	163
k. Fire arms.....		11		4	53	1,728	1,676
Fulton.....		1		2	2	283	285
Ilion.....		2			23	709	723
Ithaca.....		1			7	218	186
Utica.....		1			10	340	296
m. Metal beds and bed springs.....	1	45	-1	13	99	1,951	1,894
Buffalo.....		3			13	237	250
New York City.....	1	28	1	6	51	818	742
Rome.....		1			12	350	362
n. Wire work, not elsewhere specified.....	10	166	5	89	164	4,984	4,352
Buffalo.....		7		3	12	206	207
Cortland.....	1	1			13	1,296	1,050
Hastings.....		1			13	212	225
New York City.....	6	140	5	76	108	2,972	2,566
p. Car wheels and railway equipment.....	4	19	2	6	137	4,323	4,087
Buffalo.....		3	1	1	23	658	681
Corning.....		2			9	491	370
Hillburn.....		1			30	330	360
Kingston.....		1			16	240	256
Troy.....		1			8	250	208
Watertown.....			1	1	19	1,803	1,658
q. Architectural and ornamental iron work.....	12	168	6	95	335	5,996	5,083
New York City.....	11	149	6	79	213	5,083	4,065
Yonkers.....		2			106	623	723
r. Cooking and heating apparatus.....	9	79	4	45	265	6,746	6,464
Albany.....		5		3	32	693	725
Buffalo.....	2	6		1	12	384	396
Eastwood Heights.....		1			7	506	513
Geneva.....		3		4	14	518	492
New York City.....	2	34	2	23	75	1,514	1,426
Peekskill.....		3	1		13	617	594
Port Chester.....		1			24	625	559
Utica.....		3			24	443	467
s. Typewriting and registering machines.....	3	37	1	8	219	4,377	4,188
Ilion.....		2			85	1,398	1,483
New York City.....	3	25	1	2	33	912	750
Syracuse.....		4		4	94	1,724	1,698
t. Stationary engines, boilers, etc.....	11	129	5	81	438	9,992	8,820
Auburn.....		5		2	27	416	437
Buffalo.....	2	19	1	8	70	1,617	1,625

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
AND CO	NEYAN	CES—C	continue	d.							
44	108	290	63	1			280	2,158		77	6
2	7	44						177			
2	15	16	6	1			6	160		2	1
2	1							111		2	
6	4	20	3				126	141		12	3
14	9	50	5				99	142		26	
4	3	15						165			
9	57	116	43				43	970		5	
109	82	59	25			36	706	1,557		147	6
20	3	7	2				39	119		7	2
4	13	18	2				2	240			
41	21	17	5			32	454	121		82	1
6								190			
4	9		3					144		6	
2							79	82		10	
53	25	32	8			61	57	1,505		20	7
2	3							283		2	
23	7	11	6					700		10	6
7	4							179			
10	6	20						286			
99	61	120	11			15	451	1,329		110	5
13	10	30	3				10	227		13	1
51	17	63	4			15	309	367		74	3
12								350			
167	132	710	70	2		155	1,490	2,474	66	259	26
12	28	56	16				7	188		18	
13	8	73						1,037		3	
13	12	45						212		1	
110	72	516	44	2		155	1,125	1,110	66	218	22
137	27	18	3			141	480	2,246	1,083	34	1
23	3							658		1	
9		16				141		200		2	
30	8						330				
16								240		1	
8								200		1	
19	11	1	1					556	1,083	24	1
306	82	12	15			635	3,745	397		237	5
184	61	12	12			635	1,039	207		210	3
106	12		1				617			7	1
266	153	8	18			308	1,229	4,666		116	6
32	10		5				61	632		4	1
12	16		1			10	7	367		3	1
7								506		2	
14	3							478		7	
75	50	8	5			263	568	520		49	3
13	32		3				112	469		9	1
24	25		1					535		3	
24	2		2				373	70		3	
217	85	183	17			169	399	3,353		68	7
85	6	92	1				1	1,397		11	1
32	22	63	13			169	370	179		39	3
93	56	26	3					1,605		14	3
445	67	15	7			122	3,717	4,536		156	6
27	4		1				11	399		3	
70	13					19	155	1,381		15	

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important "centers" of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
II. METALS, MA							
CHINES							
3. Iron and Steel Products—Continued.							
t. Stationary engines, boilers, etc.—Con.							
New York City.....	1	40	1	18	120	3,106	2,142
North Tarrytown.....		1			33	400	341
Oswego.....	1	6		12	20	584	601
Seneca Falls.....		4			38	1,066	1,104
u. Machinery not elsewhere specified....	44	627	19	405	1,135	20,324	18,670
Buffalo.....	2	45	2	18	142	1,918	1,830
New York City.....	19	335	6	184	721	11,627	10,389
Pearl River.....		1		1	10	315	310
Rochester.....		37	2	21	39	1,258	1,241
Watertown.....		2	1	3	6	324	319
v. Castings, (iron foundry product).....	19	135	7	60	243	9,455	9,062
Buffalo.....	2	12		3	13	1,120	1,065
Cold Spring.....		1			8	850	781
Colonie.....		2			29	746	775
New York City.....	2	26	3	12	61	1,831	1,285
Rochester.....		10			7	484	466
Syracuse.....	1	5		6	10	542	552
Troy.....	1	6			14	682	652
Utica.....			1		5	350	355
4. Electrical Apparatus.							
a. Telegraph, telephone and fire alarm apparatus.....	2	43	2	16	2,790	7,726	10,411
New York City.....	2	30	2	9	1,384	3,749	5,042
Rochester.....		3		2	1,397	3,768	5,165
b. Incandescent lights, (New York City).....		8		2	23	1,049	781
c. Dynamos, motors and electrical sup- plies.....	17	143	4	59	379	12,486	11,749
New York City.....	14	112	2	48	214	2,996	2,681
Schenectady.....		1			90	8,205	7,906
5. Vehicles.							
a. Carriages, wagons and sleighs.....	27	454	6	352	231	7,675	6,591
New York City.....	10	216	3	149	101	3,273	2,861
Rochester.....		14		10	25	697	701
Watertown.....		3	1	10	20	564	390
b. Blacksmithing and wheelwrighting....	4	20	1	18	11	392	278
c. Cycles.....	6	32	2	22	31	791	490
Buffalo.....	1	6		2	11	242	252
d. Motor vehicles.....	8	86	2	39	283	3,331	3,375
Buffalo.....	4	14		4	40	788	828
New York City.....	2	47	1	20	122	1,264	1,207
Syracuse.....	1	3		2	108	1,036	1,144
e. Cars.....		4			58	1,819	1,415
Buffalo.....		2			44	1,640	1,222
f. Locomotives.....		3			319	6,842	4,596
Dunkirk.....		1			55	2,980	2,974
Schenectady.....		1			260	3,602	1,358
g. Railway repair shops.....	1	82	1	1	422	14,859	14,698
Albany.....		4			96	2,272	2,086
Buffalo.....		7			71	3,084	3,135
Hornellsville.....		1			9	800	609

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
AND CO	NVEYAN	CES—C	continued.								
120	23		1			103	1,627	292		50	1
33	8		3				308			2	3
20	9		2					581		8	2
38	4	15						1,066		8	
1,127	237	67	69			222	11,678	5,643		584	20
139	31	2	4				408	1,283		89	3
721	170	63	58			139	8,510	1,019		313	13
10	6						300			1	
39	7		5			50	1,143	9		16	1
6								313		10	
243	177	34	45	1		83	3,495	5,241		142	7
13	6		1				125	927		9	
8	23	1	4				1	772		5	4
29	41		2				2	744		4	
61	13	25	1			15	834	375		28	1
7	6		2				447	12		6	
10	44		28	1			434	108		8	
14						60	570	8		6	
5								350		4	
2,790	320	1,516	37	1		57	7,385	179		43	10
1,384	265	766	24	1		57	3,571	30		38	10
1,397	40	750	12				3,768			1	
23	18	493	9				758			13	4
379	199	699	63	1		684	9,629	1,053	4	179	27
214	102	154	51			568	1,063	832	4	147	25
90	54	495	2				7,816			5	
236	34	39	2	1		933	2,048	3,380		380	
101	13	5				925	1,542	293		201	
25							46	630		4	
19	7	14						371		15	
11	2		1			1	67	199		25	
31	14	28	3			82	84	283		18	
11	6	28	1				4	237		5	
264	56	7	16			261	883	1,947	20	118	7
40	18		3				18	750	20	21	2
103	25	7	11			253	821	30		68	3
108	9		1					1,036		2	1
48	10	16	4				1,008	359		6	
34	9	16	4				1,008	180		1	
211	68		3				2,922	1,463		17	
52	68		3				2,922			8	
155								1,203		5	
422	75					1,904	3,118	8,654	600	86	
96						1,904	19	67		7	
71	27						1,125	1,939		1	
9							600				



Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total
5. Vehicles—Continued.							
New York City.....		15			37	1,604	1,641
Olean.....			1		17	734	751
Oneonta.....		1			22	752	774
6. Boat and Ship Building.....							
Buffalo.....	7	89		46	124	6,821	4,317
Newburgh.....		3		1	20	1,408	493
New York City.....	1	1			7	405	396
	1	42		15	81	3,944	2,865
7. Agricultural Implements.....							
Auburn.....	9	69	3	33	433	6,869	4,934
Buffalo.....	1	2			86	1,594	1,223
Hoosick Falls.....		6	1	3	75	756	657
Poughkeepsie.....		1	1		46	1,395	337
Syracuse.....		3			24	374	368
					82	520	545
8. Instruments and Appliances.							
a. Professional and scientific instruments.....	6	66	4	50	156	1,975	1,968
Rochester.....		6			20	269	289
New York City.....	3	45	3	39	76	1,168	1,178
b. Optical and photographic apparatus.....	8	65	4	35	214	2,540	2,308
Rochester.....		6	1		78	1,737	1,452
New York City.....	7	52	2	33	116	486	543
c. Lamps, reflectors, stereopticons, etc.....	1	41	3	22	80	2,092	1,776
Rochester.....		6	1	1	18	679	627
New York City.....	1	30	1	19	45	1,123	845
d. Clocks and time recorders.....	1	30		10	64	1,617	1,654
New York City.....	1	22		6	32	1,284	1,307
e. Scales, meters, phonographs, etc.....	3	47	1	23	169	2,364	2,345
Albany.....		1			5	225	230
Binghamton.....	1	2		3	28	326	329
New York City.....	2	30		16	109	1,459	1,430

## III. WOOD MANU

1. Saw Mill Products.....	81	214	1	142	81	3,513	3,376
Canton.....		3			2	229	228
New York City.....		24		8	8	249	225
Ogdensburg.....	1	1		1	2	210	212
Tupper Lake.....		3			8	229	237
<b>2. Planing Mill Products.</b>							
a. House trim.....	64	467	16	320	534	11,590	10,798
Buffalo.....	2	22	1	11	86	1,700	1,656
New York City.....	10	153	5	166	166	3,296	2,915
North Tonawanda.....		5	1	2	14	403	413
Rochester.....	2	31		12	33	1,125	1,062
b. Packing boxes, crates, etc.	23	148	6	97	132	4,287	3,869
New York City.....	2	58	2	34	65	1,388	1,249
Ogdensburg.....		1			15	268	283

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
AND CO	NEVEYAN	CES—C	Continue	d.							
37	23						414	1,054	136	17	
17								734			
22	4							752			
116	19	1	2			132	3,805	264		104	1
12	3					18	453	10		3	
7	4						389			1	
81	11		2			114	2,668	2		44	1
424	88	8	14				1,238	3,247	25	85	4
86	41	8	3				3	1,134			
75	8						549	33		12	
38								299			
24	8						344				
81	18		5					464		3	3
152	135	386	29	1		36	1,091	689		81	8
20	1	98	4				134	135			
76	122	151	15	1		29	904	169		63	8
211	241	342	64			44	1,756	297		68	5
78	210	248	49				1,334	40		3	1
114	30	24	15			44	336	49		54	4
80	101	74	10			6	400	1,284	6	50	4
18	66	11	5				59	550		6	2
45	17	32	2			6	173	615	6	36	2
64	100	409				222	74	1,294		31	
32	100	401				20	62	1,193		21	
167	54	48	10			63	1,325	790		50	1
5							225				
28	1		1				201	100		3	
107	49	22	7			63	818	442		38	1

## FACTURES.

81	56	23	9	1	14	81	2,767	433	397	2
2							226		10	
8					4	8	205		21	
2	10		1				210		7	1
8	4						229		9	
532	385	15	79	2	1,540	3,087	5,608	31	664	24
86	142		18			450	1,120		27	6
166	42		4		995	625	1,129		198	3
14	80		28			97	302		8	5
33	8	1	3		25	951	53		17	1
181	222	252	68	6	25	754	2,909	50	249	21
65	66	8	4		7	220	957		76	
15	18		1				268		10	

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
III. WOOD AND MANU							
2. Planing Mill Products—Continued.							
b. Packing boxes, etc.—Continued.							
Oswego.....		2			11	386	324
Rochester.....		3			4	199	203
c. Cigar and fancy wood boxes.....							
Elmira.....	6	71	3	50	84	2,469	2,457
New York City.....	3	46	2	31	64	2,034	2,014
3. Cooperage.							
Buffalo.....	16	109	2	61	45	3,204	2,756
Faust.....	1	11	1	5	5	223	228
New York City.....	2	1			2	191	191
St. Regis Falls.....	2	30		16	24	1,548	1,350
		1			3	320	323
4. Wood Turned and Carved.							
a. Canes, umbrella sticks, etc.....							
New York City.....	2	38		37	21	626	491
	2	37		37	19	622	487
c. Wooden toys and novelties.....							
Binghamton.....	8	66		50	33	973	933
Falconer.....		1		1	2	102	104
New York City.....		1		2	6	121	127
Seneca Falls.....	4	34		23	5	277	257
		2			5	136	141
e. Other articles and appliances of wood.							
Buffalo.....	26	246	11	217	197	3,335	3,048
New York City.....	2	15	5	10	13	413	402
	16	132	6	123	133	1,319	1,252
5. Furniture and Cabinet Work.							
a. Furniture and upholstery.....							
Buffalo.....	64	526	10	371	545	16,640	15,309
Herkimer.....	2	31	1	14	21	1,413	1,432
Jamestown.....	4	4			11	735	737
Medina.....	8	32		83	76	1,886	1,835
New York City.....		5			32	555	580
Rochester.....	35	304	6	168	271	6,095	5,027
Syracuse.....	2	18	1	8	25	1,282	1,218
	2	7		3	13	454	457
b. Caskets.....							
New York City.....	3	25	1	14	43	1,365	1,365
Oneida.....	1	9	1	5	21	610	614
		1			8	300	287
c. Store, office and kitchen fixtures.....							
New York City.....	8	102	4	57	107	3,207	2,934
Rochester.....	7	77	4	47	67	2,058	1,796
		5		2	19	554	573
d. Mirror and picture frames.....							
New York City.....	8	156	5	85	130	2,298	2,076
Rochester.....	8	135	3	74	115	1,625	1,413
		6	1	1	3	318	321
e. Other cabinet work.....							
Buffalo.....	13	146	5	98	59	3,016	2,437
Elmira.....		4	1	4	3	253	256
New York City.....		3		1	4	229	212
	10	117	4	73	45	2,295	1,758
6. Pianos, Organs, Etc.							
Buffalo.....	8	163	9	137	329	10,471	10,197
Castleton.....		5			11	294	288
New York City.....	1	1			4	208	212
Rochester.....	6	128	7	122	273	8,498	8,292
	1	6		2	7	423	427

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
FACTU	RES—	Continued.									
11	28		17				278	35			
4	19		4				55	144		11	3
84	100	879	90			196	865	1,312		104	13
11	4	70	6				6	143			
64	80	668	79			196	748	1,006		88	10
45	160	6	52	7	5	1	1,134	1,552	24	162	42
5	25		12				12	211		11	12
2	20		8		2		10	179		13	5
24	67		5			1	1,034	291		30	
3	20		12	2				320		13	10
19	13	5	6			27	235	210		55	3
19	13	5	6			27	235	206		54	3
33	37	187	11			103	181	616		76	4
2	2							102		3	
6	6	30	3				3	118		3	
8	5	17	3			79	112	58		34	3
5	8	74	2				52	84		2	
195	75	118	32	1		130	764	1,959		342	11
11	23	28	9				41	850		32	2
133	23	60	12	1		130	522	467		169	2
527	419	681	117	2		1,409	1,684	11,675	14	756	30
21	155	30	28			3	70	1,338		28	5
11	3	4	3				3	723		5	
76	27	7	5				3	1,756		68	2
32	20	25	9				28	520		10	
255	44	434	21	2		1,353	1,049	2,367	3	452	9
25	46	13	12				198	995		10	2
13	5	7	3					444		12	
43	24	317	14			8	645	669		45	7
21	5	188	5				554	39		17	3
8	6	88	5			8		271		7	3
106	58	141	22			493	1,087	1,248		107	5
67	28	43	5			480	525	721		90	4
19	15	96	9				533	21		2	
130	80	91	36	1		100	984	862		207	14
115	42	41	16			68	707	523		181	11
3	17	18	7				66	249		7	
59	42	11	10			608	895	875		224	4
3	16		6				2	251		3	
4	5						208			4	
45	21	11	4			600	634	479		193	4
328	243	158	139	3		272	7,729	1,868		201	19
11	2	15					164	113		3	
4	23	64	23				23	185			
273	200	26	109	1		272	7,206	539		149	19
6	5		1				203	218		7	

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
7. Brooms, Cork, Etc.							
a. Pulp and fiber goods.....	1	4			7	75	80
b. Mats and woven goods, (New York City).....	2	17		10	1	286	293
c. Brooms.....	4	30	1	23	15	850	816
Amsterdam.....		3	1		9	517	493
d. Articles of cork.....	2	15		7	9	350	337
New York City.....	2	18		6	5	325	298
e. Pipes, (tobacco).....	2	22	4	18	23	1,520	1,443
New York City.....	2	19	3	12	21	1,406	1,330
f. Fireproofing lumber, (New York City).....		2			4	63	61
III. WOOD MANUFACTURING							
1. Leather.							
Ballston Spa.....	22	107	8	18	108	6,367	5,836
Buffalo.....		1			4	384	388
Gloversville.....	2	4			16	606	602
Johnstown.....	5	27		2	5	1,355	1,228
New York City.....	5	24		4		836	721
Olean.....	3	23		6	37	445	438
	1		6		9	585	595
2. Furs and Fur Goods.							
Gloversville.....	70	697	32	720	293	9,088	7,105
Johnstown.....	1	5	1			238	186
New York City.....	68	667	30	707	285	146	167
						8,503	6,612
3. Leather Goods.							
a. Belting, washers, etc.....	3	36		18	94	973	900
Glen Cove.....		1			9	498	354
New York City.....	2	21		10	55	206	248
b. Saddlery and harness.....	11	116	3	84	46	1,016	887
Buffalo.....	1	12		6	5	125	119
New York City.....	5	59		36	16	331	260
Rochester.....		10		8	4	138	128
c. Traveling bags and trunks.....	1	64	2	33	88	1,688	1,540
Buffalo.....		6		1	4	150	153
New York City.....	1	52	2	31	68	1,330	1,177
Rochester.....		4		1	14	184	198
d. Boots and shoes.....	15	222	10	153	477	18,612	18,165
Auburn.....		1			33	1,728	1,761
Buffalo.....	1	22	1	18	15	675	688
Endicott.....		3		4	24	621	645
Lestershire.....		1		3	44	1,753	1,767
New York City.....	6	117	7	87	137	6,315	5,800
Rochester.....	2	50	2	24	156	5,522	5,522
Syracuse.....		3		2	27	683	710
e. Gloves and mittens.....	17	171	3	48	61	6,257	5,971
Gloversville.....	7	87		17	23	3,614	3,549
Johnstown.....	5	41	1	4	4	1,493	1,344
f. Fancy leather goods.....	19	238	14	167	204	5,511	4,680
Gloversville.....		3		1	4	164	157
New York City.....	19	225	14	160	197	5,236	4,446
IV. LEATHER AND							

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
FACTURES—Continued.											
7		3					12	61		3	
1	8	7	4			20	7	229	6	23	2
15	29	28	14	1		3	79	719		32	4
9	13		6				6	478		11	
9	10	138	4				127	191		17	2
5	10	126	4				114	179		17	2
23	75	123	41	1		39	1,083	298		52	1
21	67	97	38	1		39	1,083	187		44	1
3							50	8		2	

## RUBBER GOODS.

107	90	302	31			5	779	4,945		136	15
4	9	25	3				3	381		1	3
16	51	50	6				39	627		5	2
5	5							1,197		22	
37	7	3	1			5	4	717		22	
8	5	80	11				148	249		22	1
							80	417		10	2
291	49	2,225	42		2	80	5,153	1,581		968	13
	1	81	1					196		5	
	1	31						107		3	
283	46	2,003	40		2	80	5,056	1,194		952	13
94	44	37	9			4	540	262		34	2
9	18						345			4	
55	5	20	3			4	47	142		21	1
46	15	92	4	1		22	230	559		68	3
5	4	13	1				52	62		3	1
16	7	14	1	1		22	140	82		45	
4	3	36	1				10	115		1	1
88	34	106	11			1	644	816		99	3
4	10	24	2				1	147		2	
66	14	63	7			1	636	472		93	3
14	10	20	2				7	177		3	
473	835	5,983	372	3	1	124	6,937	10,583	48	273	70
33	148	590	48				48	1,680		4	
15	71	259	26				128	545		17	3
24	16	158	3		1		3	618		1	
44	32	448	11				11	1,742		2	
136	144	1,725	49			68	4,018	1,530	48	162	13
153	320	2,121	182			50	2,103	3,216		49	37
27	62	245	29	1			616	68		8	11
61	89	2,590	87		1	34	385	5,491		84	13
22	64	1,507	58			8	67	3,452		20	5
4	14	540	18				122	1,218		14	3
204	199	1,422	187	3	4	93	1,580	2,813		417	59
4	7	76	21				21	132			
197	187	1,307	112	2	4	92	1,518	2,639		413	58

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
IV. LEATHER AND							
4. Rubber and Gutta Percha Goods.	10	110	4	57	215	3,577	3,590
Buffalo.....		8		3	14	267	263
Matteawan.....		1			3	225	228
New York City.....	9	85	3	45	148	2,568	2,554
Yonkers.....		1			14	200	214
5. Articles of Pearl, Horn, Bone, Hair, Etc.							
a. Pearl buttons, handles, etc.	7	44	5	32	49	2,594	2,087
Amsterdam.....		2	1		16	618	541
New York City.....	2	40	4	32	32	1,931	1,500
b. Articles of horn, bone, tortoise shell etc.	3	45	1	23	132	2,111	2,168
New York City.....	2	37		22	34	736	707
Rochester.....		4			77	706	738
c. Brushes.....	5	62	2	44	59	1,730	1,645
New York City.....	2	42		31	46	965	937
Troy.....	2	10	2	5	12	479	478
d. Mattresses, pillows and other articles of hair, feathers, etc.	7	81	2	50	68	1,184	1,138
New York City.....	6	75	2	45	67	1,146	1,086
V. CHEMICALS, OILS							
1. Drugs and Chemicals.							
a. Proprietary medicines.....		119	1	34	538	2,264	2,218
Buffalo.....		9		2	19	422	356
New York City.....		83		19	368	1,179	1,346
b. Sodas and other alkalies.....	1	16		3	285	3,006	3,281
Solvay.....		1			263	2,564	2,827
d. Other chemicals and drugs.....	6	107		29	748	3,438	3,903
Buffalo.....	1	5			17	382	399
New York City.....	3	81		23	677	2,636	3,061
2. Paints, Dyes and Colors.							
a. Paint, varnish, etc.....	7	86	2	29	330	2,254	2,397
Buffalo.....		8		1	16	147	163
New York City.....	6	65	2	23	299	1,976	2,114
b. Dyes, colors and inks.....	2	74	4	26	249	1,425	1,576
Buffalo.....		6		1	16	239	240
New York City.....	1	57	4	21	209	997	1,123
c. Lead pencils and crayons, (New York City).....		1	1	1	3	1,112	1,115
3. Wood Alcohol and Essential Oils.	8	66	1	16	110	1,145	872
Buffalo.....	1	9		2	34	406	214
New York City.....	2	39		10	68	532	443
4. Animal Oil Products.							
Buffalo.....	4	32		12	56	744	737
New York City.....		6			12	102	114
Promised Land.....	2	19		8	32	337	348
		1			6	250	206

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number child ren without certifi- cate ordered dis- charged.
In office, etc.	Males under 18 years (shops).	Fe- males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit- erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
RUBBER GOODS—Continued.											
215	109	842	83			126	858	2,397		129	9
14	2	4	1			2	20	227		4	
3	1	37	1					225		1	
148	93	710	80			119	816	1,471		99	8
14	6	33						200		4	
49	32	846	36			18	309	1,711		101	5
16	5	148	22				22	503		12	4
32	26	672	14			18	287	1,163		88	1
132	82	1,020	59	2	5	7	693	1,334		72	7
34	19	242	11	2		7	272	394		45	5
77	36	390	28		5		410	296		8	
59	109	336	62			82	743	761		59	26
46	36	290	19			57	449	385		39	5
12	20	29	17				257	209		13	12
68	9	489	13		1	115	663	287		110	3
67	9	479	13		1	115	645	268		106	3

## PAINTS, ETC.

535	18	971	7	.....	.....	777	795	111	.....	82	3
19	5	249	.....	.....	.....	9	322	6	.....	1	.....
368	6	555	4	.....	.....	600	307	71	.....	56	1
285	89	203	37	.....	.....	12	2,843	141	.....	19	10
263	9	27	3	.....	.....	.....	2,564	.....	.....	7	1
748	61	542	61	12	.....	731	1,163	1,261	.....	86	19
17	4	20	3	.....	.....	10	22	350	.....	5	3
677	50	444	56	12	.....	714	1,020	650	.....	62	16
326	59	199	15	.....	.....	74	708	1,248	41	91	2
16	3	12	1	.....	.....	2	58	87	.....	7	1
296	56	181	14	.....	.....	72	647	1,058	41	78	1
249	31	287	6	.....	.....	198	654	437	38	46	1
16	8	28	.....	.....	.....	.....	25	199	.....	6	.....
209	18	222	5	.....	.....	198	470	208	38	36	1
3	56	550	42	.....	.....	.....	1,105	7	.....	8	8
109	10	119	8	.....	.....	97	167	358	141	55	5
34	1	6	1	.....	.....	.....	10	160	10	2	1
67	5	95	4	.....	.....	97	119	120	40	36	4
56	4	44	1	.....	.....	9	48	602	12	33	1
12	7	.....	1	.....	.....	.....	2	100	.....	7	1
32	3	18	.....	.....	.....	9	46	249	12	21	.....
6	.....	.....	.....	.....	.....	.....	.....	200	.....	8	.....



Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
<b>V. CHEMICALS, OILS,</b>							
5. Mineral Oil Products.		21	2	3	67	1,766	1,809
Buffalo.....		5		1	8	391	399
New York City.....		7		1	18	835	832
Olean.....			2		19	265	276
Rochester.....		1			9	192	301
6. Soap, Perfumery and Cosmetics.	9	107	1	52	1,027	3,432	4,109
Buffalo.....		10		6	722	1,299	1,956
New York City.....	6	81		37	288	1,885	1,917
7. Miscellaneous Chemical Products.							
a. Wax figures.....	1	14	1	6	6	317	298
Syracuse.....		2			2	128	130
New York City.....	1	10	1	3	2	146	113
b. Starch.....	1	4		2	10	322	223
Buffalo.....		1			3	179	194
Oswego.....		2		2	7	131	138
c. Glue, mucilage, etc.	5	33		9	30	436	339
New York City.....	3	25		9	18	192	198
d. Fertilizer.....	1	7		2	29	434	461
Buffalo.....		1			16	185	201
Cheektowaga.....		3			11	206	217
e. Matches and explosives.	1	7			12	943	840
Oswego.....		1			4	454	458
New York City.....	1	5			7	455	340
f. Celluloid and other plastics.	1	9		2	17	422	431
New York City.....	1	8		2	12	322	336
Rochester.....		1			5	100	105
<b>VI. PAPER</b>							
1. Rags and Paper Stock.	9	180	3	95	90	2,285	2,178
Buffalo.....		17	1	4	29	448	426
New York City.....	7	139	2	82	46	1,515	1,431
2. Paper Goods.							
a. Pulp mills.....	10	37	1	3	47	2,029	2,000
b. Pulp and paper mills.....	1	27	1	5	86	3,856	3,933
Deferiet.....		1			4	378	383
Fort Edward.....		1			4	530	534
Mechanicville.....		1			17	585	602
South Glens Falls.....		1			6	306	312
Ticonderoga.....		3			14	573	581
c. Paper mills.....	17	105	6	31	180	6,612	6,684
Fulton.....		4	1	2	13	819	833
New York City.....	4	14		5	44	676	677
Norfolk.....		1			4	312	310
Palmer Falls.....		1			6	624	636
Sandy Hill.....		3			10	467	467

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops)	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
PAINTS, ETC.—	Continued.										
67	42	2	10			2	1,662	40	38	19	5
8							380	11			
18	35	1	10			2	832			10	5
19							250		7		
9	7						192				
1,010	145	1,261	52	1		508	1,527	1,039	25	127	13
707	118	320	14	1			884	365		6	3
286	26	818	37			508	576	522	25	113	9
6	14	101	12			26	225	31		23	1
2	8	30	9				112	16		5	1
2	2	53	2			26	72	13		17	
10	30	134	9	2			87	175		8	2
3	26	47	5	2			73	48		1	2
7	4	80	4				4	127		5	
30	4	64	3			29	131	149		33	3
18	4	44	3			29	126	15		27	3
29	6		2			1	2	429		1	
16								185			
11	6		2				2	204		1	
12	61	310	48				46	784		9	
4	37	192	33				33	421			
7	24	118	15				13	329		9	
17	8	164	1			25	227	162		8	
12	8	114				25	127	162		7	
5		50	1				100			1	

## AND PULP.

90	14	1,031	15	1		53	318	1,702	15	213	10
21	6	264	10			16	88	293		16	7
46	7	640	5	1		34	157	1,179	15	188	3
47	8					280		395	1,278	153	
86	35	119	2			88		1,121	2,637	172	1
4	2		1					2	376	13	1
4	28		1					296	234		
17		60						585		6	
6									306	8	
14		16						16	557	11	
180	62	571	28			181	265	2,317	3,743	340	14
13	5	1							319	15	
44	22	168	14			9	94	510	20	21	1
4	4	8						312		22	
6		14						14	610	8	
10	2	5				54	122	151	130	6	

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYERS IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
VII. PRINTING AND							
1. Type and Printers' Materials.	3	29		20	52	374	340
New York City.....	3	25		14	51	346	336
2. Paper Goods.							
a. Paper boxes and tubes.....	12	236	20	126	236	10,363	9,680
Buffalo.....	1	10	2	9	11	524	527
New York City.....	3	148	15	80	149	7,178	6,743
Rochester.....	1	13		6	24	768	751
Troy.....		7			11	448	444
b. Paper bags and sacks.....	1	13	1	6	63	1,162	1,164
Ballston Spa.....		1			11	167	178
Canajoharie.....		1			7	122	129
New York City.....		7	1	3	28	406	323
Sandy Hill.....		1			8	380	388
c. Other paper goods.....	11	172	8	95	1,469	6,598	7,064
Albany.....		3			16	228	244
New York City.....	9	151	8	86	1,244	5,735	6,981
Rochester.....		6		3	176	214	29
3. Printing and Book Making.							
a. Printing and publishing.....	116	1,802	33	1,188	5,688	39,666	41,747
Albany.....	2	35		16	117	1,728	1,740
Buffalo.....	12	78		46	345	2,097	2,351
New York City.....	55	1,044	18	623	4,428	29,099	30,527
Rochester.....		38		28	62	1,165	1,176
b. Bookbinding and blank book making.....	13	250	10	196	394	8,448	8,033
Elmira.....		1	1	1	16	152	159
New York City.....	10	205	7	155	341	7,438	7,099
Rochester.....		7		4	21	218	199
Saugerties.....		1			7	218	225
Syracuse.....		5	1	7	3	126	129
c. Lithographing and engraving.....	24	242	5	171	683	9,011	9,228
Buffalo.....		10	1	1	46	803	886
New York City.....	23	211	1	158	565	7,428	7,579
Rochester.....		7	1	2	23	616	626
d. Games and novelties.....	2	32	1	21	105	1,744	1,735
New York City.....	1	31	1	18	103	1,719	1,708
4. Wall Paper.	1	17	1	3	135	2,030	2,000
Buffalo.....		1			16	185	201
New York City.....		7	1	2	58	596	622
Sandy Hill.....		1			20	250	242
Syracuse.....		1			7	303	310
5. Photography.	6	70		55	134	527	575
New York City.....	6	67		54	131	507	554
VIII. TEXT							
1. Silk and Silk Goods.	10	112	15	60	184	12,887	12,174
Amsterdam.....		1			5	600	497
Elmira.....		2			7	581	564
Hornellsville.....	2	1	2		4	355	318
New York City.....	5	65	9	47	94	7,483	7,090

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.199

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illit-erate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
PAPER GOODS.											
52	11	32	2			40	218	39		16	
51	11	32	2			40	214	21		16	
233	389	5,968	336		1	303	6,287	3,102	5	482	85
11	39	374	35				276	240		28	13
148	173	4,130	170		1	247	4,810	1,532	5	370	47
24	9	508	31			11	662	54		9	10
11	47	195	24				140	303		4	1
61	40	506	20	1		11	383	657	52	52	11
11	4	48	1				167			6	1
7		74						122		2	
26	20	207	19	1		11	206	130		31	10
8	15	147						380		2	
1,382	186	3,182	174	4		633	4,107	942		281	53
16	5	84	4				12	216		3	
1,157	172	2,795	164	4		630	3,683	561		259	53
176	1	107	1				199	4		3	
5,661	1,184	6,259	423	11		6,530	26,940	2,594	22	1,737	173
117	20	446	9				1,632			38	5
344	121	320	50			445	1,568	24		65	28
4,410	812	4,347	267	7		5,186	19,433	1,486	22	1,161	100
62	40	173	25			77	1,033	4		23	7
393	200	3,790	119	2		300	6,454	885		312	33
16		41					5	108		1	
340	167	3,365	106	2		275	5,958	507		274	29
21	15	54	11				168			5	3
7	3	127						218		1	
3		71	1				126			4	
683	290	1,954	96	1		1,324	7,069	147		262	40
46	42	275	10			37	755			13	3
595	221	1,553	77			1,274	5,575	185		231	84
23	19	98	4				588	12		7	2
105	3	1,084	7			74	975	581		40	1
103	3	1,063	7			53	975	577		37	1
135	242	164	43			27	691	1,027	120	36	7
16	10						185				
58	71	56	12			27	67	470		19	
20	44	29						222			
7	75	28	19				303			2	
118	22	74	13	2		176	273	8		68	8
115	21	73	13	2		176	255	8		68	8

### TILES.

184	354	7,082	547	3	672	5,423	5,544	351	243	47
5		418	45		45		447		2	
7	41	469	23			23	534			
4	10	84	2			135	179		9	1
94	143	3,933	269		602	4,338	1,897	159	147	10

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified]	Closed, burned, removed, etc.	FACORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER Total
		Once.	More than once.		Office force.	Shops.	
VIII. TEXTILE							
2. Wool Manufactures.							
a. Carpets and rugs.....	3	38	1	17	143	11,590	10,535
Amsterdam.....		3	1		26	3,866	3,501
Auburn.....		2			5	345	351
Firthcliff.....		1			14	483	497
New York City.....	2	21		14	5	519	494
Rifton.....		1			4	330	254
Yonkers.....		3			85	5,855	5,244
b. Felt goods.....	1	12		7	48	1,269	1,294
Dolgeville.....		3			16	411	411
Rensselaer.....		1			10	213	222
c. Woolens and Worsteds.....	4	58		36	149	8,702	8,704
Falconer.....		3		5	5	430	434
Fulton.....		1			5	976	981
Jamestown.....	1	5		7	21	1,817	1,837
Marcellus.....		1		1	5	436	441
New York City.....		15		8	53	727	712
Stottville.....		1			1	596	597
Utica.....		1			10	730	740
Waterloo.....		1			3	439	442
3. Cotton Goods.							
Cohoes.....	4	61	2	16	128	10,028	9,815
New York City.....	2	11		5	21	3,191	3,212
New York Mills.....		26	1	9	38	733	680
Utica.....		2			22	1,546	1,598
		6	1	1	24	2,609	2,383
4. Hosiery and Knit Goods.							
a. Hosiery and Knit Goods.....	20	189	22	84	387	31,487	29,577
Amsterdam.....	1	10	1	1	25	2,737	2,611
Cohoes.....	1	17	1	2	38	3,376	3,387
Little Falls.....	1	7			17	2,298	2,302
New York City.....	3	62	5	61	50	3,140	2,884
Utica.....	1	5	8	2	56	4,003	3,784
Waterford.....	1	8		3	17	1,122	1,131
5. Other Textiles of Silk, Wool, Cotton.							
a. Dyeing, finishing, etc.....	15	50	6	20	80	3,487	3,311
Chadwicks.....		1			4	332	33
Garnerville.....		1			7	754	76
New York City.....	14	46	6	20	61	1,226	1,055
Wappinger's Falls.....		1			4	944	94
b. Upholstery goods.....	3	36	2	17	53	1,776	1,388
New York City.....	3	28	2	16	34	1,056	88
Rochester.....		3		1	8	276	24
c. Braids, embroideries and dress trim- ings.....	42	259	15	176	186	7,222	5,833
New York City.....	41	251	15	171	183	7,019	5,633
6. Flax, Hemp and Jute Manufactures.							
a. Flax, Hemp and Jute Manufactures.....	2	32	2	7	149	8,199	8,044
Auburn.....		2			26	999	1,010
New York City.....	1	21	2	2	105	6,451	6,212
Valley Falls.....		1			1	308	31
7. Oilcloth, Window Shades, Etc.							
Buchanan.....		24	1	8	62	1,662	1,664
Minetto.....		1			5	202	21
New York City.....		19	1	5	43	1,065	1,064

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Females (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
ES—Continued.											
143	498	4,877	197			12	6,008	4,370		65	7
26	186	1,336	115				115	3,364		13	
5	10	240	2					345		7	2
14	40	152	31				483			1	
5	4	258	4			12	245	232		22	
4	7	81	5					252		2	
85	242	2,755	38				5,156			9	5
48	30	324	18				155	1,093		27	6
16	10	81	11				2	397		4	6
10	8	92						213		1	
149	409	3,854	341			82	2,826	5,621	27	50	15
5	42	292	33				430			7	1
5	35	481	32				32	944		2	
21	151	1,083	149				1,816			6	
5	14	141	8				8	428		5	1
53	18	291	7			34	522	104		26	1
1	21	158	26			26		570		1	
10	30	407	39					730		5	10
3	4	189	3				3	436			
128	498	4,077	307		1	82	535	9,017	50	146	14
21	171	1,344	150				153	3,038		27	
38	20	338	24				31	326		49	
22	106	524	40			40		1,506		27	6
24	119	1,118	31				31	2,538		12	
384	626	18,977	850	5	1	137	3,382	25,674		324	50
24	26	1,657	74				74	2,577		23	
38	46	2,199	41				36	3,213		42	2
17	21	1,289	46				46	2,229		10	
48	37	1,692	81	3	1	87	1,261	999		106	15
56	111	2,402	150				132	3,578		20	6
17	8	762	14				425	697		12	
80	123	670	95		1	107	691	2,440		80	9
4		182	2				2	330		2	
7	58	133	35				35	719		1	1
61	12	192	10		1	107	606	281		72	8
4	43	113	44				44	900		4	
53	67	977	89			79	1,130	327		48	11
34	19	546	29			12	803	37		41	4
8	12	189	9				9	231		1	2
185	60	3,921	114	2		222	4,048	1,371		401	31
182	52	3,798	109	2		222	4,046	1,170		382	29
147	446	4,237	196			25	2,742	5,090		98	12
26	24	325	2					999		6	
103	392	3,617	162			25	2,670	3,457		77	10
1	8	100	6					308		3	
62	26	169	2	1		7	466	1,128		31	1
5	11	3						202			
7		70					260			2	
43	14	96	2	1		7	206	805		25	1

Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	Factories inspected.		Number owners at work.	Largest Number of Employees in the Year.		NUMBER  Total
		Once.	More than once.		Office force.	Shops.	
IX. CLOTHING, MILLINE							
1a. Tailoring.....	307	3,704	183	3,154	1,690	72,374	64,797
Binghamton.....		9		17	12	527	538
Buffalo.....	9	138	3	124	40	1,540	1,450
Newburgh.....		4			34	885	894
New York City.....	221	2,878	137	2,475	1,321	57,433	50,114
Rochester.....	18	308	34	229	190	8,088	8,057
Syracuse.....		22	3	29	46	1,212	1,248
1b. Shirts, collars and cuffs.....	24	256	15	124	540	26,447	23,630
Albany.....		9			36	1,630	1,622
Glens Falls.....		9		2	27	1,482	1,437
New York City.....	11	143	8	85	115	4,865	4,486
Troy.....	8	27	7	3	296	13,943	12,094
1c. Men's neckwear.....	10	110	7	71	134	2,944	2,639
New York City.....	10	103	6	69	126	2,731	2,436
1d. Suspenders and other furnishing goods	6	57		31	58	1,405	1,307
New York City.....	5	54		29	57	1,366	1,271
2a. Dress making.....	403	2,369	127	1,799	2,060	85,236	67,648
Buffalo.....	4	36	3	30	8	937	837
New York City.....	384	2,164	113	1,639	1,977	80,967	63,926
Rochester.....	3	80	6	72	10	586	573
Syracuse.....	3	7	2	4	10	845	79
2b. Women's white goods.....	30	216	19	130	205	12,268	10,998
New York City.....	23	200	16	121	187	11,130	9,931
Poughkeepsie.....	2	2			6	330	322
Schenectady.....		1			4	222	226
2c. Infants' wear, (New York City).....	7	78	6	32	74	3,099	2,857
2d. Ladies neckwear.....	11	133	11	64	199	6,433	5,407
New York City.....	11	131	11	64	199	6,278	5,338
2e. Corsets, garters, etc.....	13	76	1	50	121	2,610	2,211
McGrawville.....		2			10	218	228
New York City.....	13	69	1	47	111	2,357	1,949
3. Men's Hats and Caps.....	23	259	12	215	201	10,497	9,542
Matteawan.....	1	1				446	446
Newburgh.....		2		1	5	523	528
New York City.....	17	231	11	200	134	6,053	5,370
Peekskill.....		1			5	450	411
Yonkers.....		5			44	2,308	2,153
4a. Artificial feathers and flowers.....	16	192	9	108	117	4,716	3,534
New York City.....	16	191	9	108	117	4,711	3,533
4b. Millinery.....	88	583	19	321	331	12,936	10,069
Buffalo.....		24	2	11	2	427	328
New York City.....	62	426	17	232	290	11,420	8,848
Rochester.....		22		11	13	312	324
5. Miscellaneous Needle Work.							
a. Banners, flags, quilts, etc.....	10	144	4	97	222	2,803	2,403
New York City.....	10	133	4	89	218	2,725	2,338
b. Awnings, tents, sails, etc.....	11	76	2	54	29	1,287	1,127
New York City.....	8	48	2	32	22	985	899
c. Umbrellas and parasols.....	4	44		30	62	1,009	1,013
New York City.....	4	41		27	62	992	996

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

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## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN—			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
RY, LAUNDRY, ETC.											
1,699	547	20,949	656	14	10	5,256	28,128	29,518	226	6,351	277
12	2	417	.....	.....	.....	.....	100	428	.....	10	.....
36	24	735	41	2	.....	5	1,119	290	.....	113	24
34	12	668	7	.....	.....	7	853	.....	.....	.....	.....
1,315	373	13,164	282	9	9	5,068	17,105	26,412	224	5,742	160
184	86	4,037	240	1	1	167	7,143	563	.....	230	40
46	20	696	57	2	.....	.....	1,047	155	.....	64	47
530	169	17,112	217	2	.....	357	13,015	9,718	.....	405	34
35	5	1,470	21	.....	.....	.....	409	1,178	.....	11	1
25	13	1,078	19	.....	.....	.....	365	1,047	.....	11	5
114	86	2,052	70	1	.....	348	2,591	1,442	.....	280	20
290	49	9,056	80	.....	.....	.....	8,325	3,409	.....	44	6
134	22	1,874	31	.....	.....	415	1,962	128	.....	168	14
126	21	1,707	29	.....	.....	405	1,792	103	.....	165	13
56	40	575	31	1	1	151	780	320	.....	10	16
55	40	546	26	1	1	137	759	320	.....	86	11
1,951	177	32,942	416	11	2	3,080	46,784	15,049	784	4,857	197
6	7	729	11	.....	.....	22	792	37	.....	50	5
1,872	164	29,901	362	8	2	3,053	44,753	13,460	782	4,651	168
10	1	427	11	2	.....	.....	305	258	.....	70	4
10	1	705	13	.....	.....	.....	551	209	.....	23	8
198	41	9,679	204	.....	1	908	8,402	1,480	.....	456	35
181	36	8,731	192	.....	1	871	7,835	1,044	.....	438	32
6	.....	298	2	.....	.....	.....	142	175	.....	.....	.....
4	2	205	3	.....	.....	.....	222	.....	.....	1	2
74	7	2,362	60	.....	1	150	2,566	67	.....	106	11
198	21	4,562	101	.....	.....	376	4,625	208	.....	268	26
198	21	4,497	101	.....	.....	376	4,599	165	.....	264	26
119	24	1,609	22	.....	.....	103	1,389	601	.....	126	11
10	.....	168	.....	.....	.....	.....	.....	218	.....	1	.....
109	23	1,413	21	.....	.....	103	1,357	380	.....	123	11
202	314	2,853	96	2	2	1,405	4,900	3,035	.....	604	16
.....	21	107	4	.....	.....	.....	.....	446	.....	7	.....
5	6	113	.....	.....	.....	516	.....	7	.....	5	.....
135	74	1,791	36	.....	2	887	3,043	1,305	.....	546	12
5	18	70	8	.....	.....	.....	.....	406	.....	4	.....
44	102	598	31	2	.....	.....	1,743	365	.....	19	3
116	21	2,759	104	1	1	1,137	2,122	159	.....	226	46
116	21	2,759	104	1	1	1,137	2,122	158	.....	226	46
330	23	8,349	180	1	1	1,066	7,455	1,223	15	789	96
2	2	244	3	.....	.....	.....	298	28	.....	29	.....
289	20	7,413	163	.....	1	1,065	6,749	745	.....	655	87
13	1	261	7	.....	.....	.....	183	128	.....	26	2
222	24	1,609	60	4	.....	219	1,585	377	.....	203	27
218	21	1,586	60	4	.....	215	1,557	348	.....	199	27
26	3	513	2	.....	.....	50	630	421	.....	.....	.....
19	3	367	2	.....	.....	45	571	234	.....	49	.....
62	27	585	10	.....	.....	52	653	246	.....	48	.....
62	27	574	10	.....	.....	52	636	246	.....	48	.....



Table V—Continued.

INDUSTRY AND LOCALITY. [Only the more important centers of each industry are specified.]	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYERS IN THE YEAR.		NUMBER Total.
		Once.	More than once.		Office force.	Shops.	
IX CLOTHING, MILL LINARY.							
6. Laundrying, Custom Dyeing, Etc.							
a1. Laundries, (non-Chinese).....	86	1,066	27	845	346	13,860	13,188
Buffalo.....	1	29	.....	15	33	1,071	1,101
New York City.....	42	664	19	487	193	7,381	7,024
Rochester.....	13	13	.....	12	19	715	619
Troy.....	3	12	.....	5	5	963	968
a2. Chinese laundries.....	39	707	5	590	1	1,309	1,261
New York City.....	22	539	4	438	1	1,046	1,005
b. Cleaning and dyeing.....	21	171	5	131	108	1,904	1,664
New York City.....	14	104	2	76	94	1,631	1,398
X. FOOD, LIQUORS							
1a. Grain handling and milling.....	53	406	10	356	198	3,059	3,004
Buffalo.....	2	16	.....	.....	29	892	890
New York City.....	.....	20	2	9	31	625	623
1b. Sugar and molasses refining.....	.....	5	2	.....	190	3,566	3,575
New York City.....	.....	2	2	.....	124	2,254	2,378
Yonkers.....	.....	2	.....	.....	63	1,062	1,125
1c. Fruits and vegetables—canning and preserving.....	36	158	6	61	252	12,396	8,569
Albion.....	.....	2	.....	.....	1	278	273
Clinton.....	.....	1	.....	.....	2	211	213
Fairport.....	1	1	.....	.....	1	267	268
Fulton.....	.....	1	.....	.....	4	400	214
Fredonia.....	.....	2	.....	2	9	335	289
Geneva.....	.....	2	.....	5	4	321	234
New York City.....	3	46	2	14	116	2,399	1,614
North Collins.....	.....	1	1	.....	.....	600	280
Oneida.....	.....	1	.....	.....	5	261	266
Rochester.....	1	5	.....	.....	30	1,038	456
Rome.....	1	.....	1	.....	5	325	330
Syracuse.....	.....	1	1	2	7	270	277
1d. Coffee and spice roasting and grinding.....	1	64	1	13	272	1,126	1,265
New York City.....	1	47	1	10	247	909	1,073
1e. Groceries, not elsewhere specified.....	18	77	3	22	306	3,530	2,940
Ithaca.....	.....	2	.....	.....	5	151	156
New York City.....	.....	26	2	6	162	1,004	1,034
Peekskill.....	.....	1	.....	.....	6	240	246
Silver Springs.....	1	1	.....	2	3	200	203
Watkins.....	1	2	.....	.....	6	245	226
2. Provisions.....	9	86	1	28	372	4,544	4,537
Buffalo.....	.....	15	.....	1	87	1,164	1,251
New York City.....	.....	50	1	14	259	3,154	3,050
3. Dairy Products.....	36	263	2	86	114	2,476	2,369
New York City.....	.....	7	.....	.....	17	87	100
Norwich.....	.....	2	.....	.....	2	124	119
4. Bakery Products, Confectionery, Etc.							
a. Macaroni and other food pastes.....	8	36	1	26	33	648	604
New York City.....	7	29	.....	19	27	503	465
b. Crackers and biscuits.....	.....	23	1	7	66	2,555	2,577
New York City.....	.....	16	.....	3	34	2,268	2,261

## Statistics of Factories Inspected: By Industries

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
LAUNDRY, ETC.	—	Continued.									
337	95	9,359	126	4	.....	1,455	4,329	6,942	125	1,766	76
32	10	829	9	1	.....	36	428	605	.....	50	4
187	53	4,927	66	3	.....	1,224	2,581	2,910	122	1,155	45
19	1	496	15	.....	.....	46	314	240	.....	21	12
5	5	829	5	.....	.....	9	361	593	.....	16	.....
1	1	20	1	.....	.....	2	25	707	526	666	.....
1	1	8	1	.....	.....	1	21	521	461	566	.....
95	17	600	12	.....	.....	70	582	913	4	170	2
82	10	550	7	.....	.....	70	541	701	4	111	1

## AND TOBACCO.

198	16	395	2	.....	.....	50	221	2,139	387	399	1
29	13	254	2	.....	.....	.....	.....	731	130	15	1
31	.....	117	.....	.....	.....	59	179	187	172	30	.....
189	29	60	1	.....	.....	.....	.....	2,373	1,013	13	.....
124	24	60	1	.....	.....	.....	.....	1,767	487	11	.....
63	5	.....	.....	.....	.....	.....	.....	606	456	.....	.....
249	320	4,212	257	9	.....	307	1,142	6,827	35	284	63
1	3	140	8	.....	.....	.....	8	255	9	4	7
2	3	100	.....	.....	.....	.....	.....	211	.....	2	.....
1	3	170	2	.....	.....	.....	.....	267	.....	1	.....
4	10	125	.....	.....	.....	.....	.....	210	.....	.....	.....
8	16	190	5	.....	.....	.....	.....	276	.....	5	.....
4	6	160	6	.....	.....	.....	.....	224	.....	6	.....
116	24	942	12	1	.....	303	937	232	26	63	3
.....	30	150	45	.....	.....	.....	.....	280	.....	9	1
5	2	99	9	.....	.....	.....	.....	252	.....	.....	.....
30	12	245	4	.....	.....	.....	.....	419	.....	4	.....
5	22	92	15	1	.....	.....	.....	325	.....	3	2
7	15	142	4	.....	.....	.....	.....	270	.....	5	.....
271	15	342	7	.....	.....	89	382	523	.....	56	2
246	14	300	6	.....	.....	67	347	413	.....	47	2
291	47	969	20	.....	.....	157	587	1,905	.....	111	13
5	3	8	4	.....	.....	.....	.....	147	.....	6	4
162	26	405	13	.....	.....	113	380	379	.....	40	8
6	.....	.....	.....	.....	.....	.....	.....	240	.....	1	.....
3	14	50	.....	.....	.....	.....	.....	200	.....	1	.....
6	.....	45	.....	.....	.....	.....	.....	220	.....	1	.....
372	27	325	28	.....	.....	450	1,028	2,676	11	104	24
87	25	81	5	.....	.....	.....	.....	1,158	.....	18	2
259	2	162	23	.....	.....	450	1,015	1,315	11	70	22
114	18	339	7	.....	.....	26	278	1,220	731	353	3
17	.....	.....	.....	.....	.....	4	49	14	16	6	.....
2	.....	32	.....	.....	.....	.....	.....	117	.....	2	.....
33	11	136	14	1	.....	5	97	371	98	63	9
27	6	79	7	.....	.....	5	65	270	98	47	4
66	112	1,115	25	.....	.....	4	261	2,235	11	57	5
34	105	1,008	22	.....	.....	4	206	2,006	11	44	4

Table V—Continued.

CITY.	Closed, burned, removed, etc.	FACORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER
		Once.	More than once.		Office force.	Shops.	Total.
X. FOOD, LIQUORS AND							
4. Bakery Products, Confectionery, Etc.— Continued.							
c. Bread and other bakery products.....	213	2,815	96	1,937	324	11,651	11,490
Buffalo.....	6	146	1	133	41	1,122	1,155
New York City.....	91	1,700	67	1,039	214	7,699	7,500
d. Confectionery and ice cream.....	34	370	10	206	312	9,872	8,619
Buffalo.....	3	24	.....	7	22	1,098	773
New York City.....	16	238	9	114	254	7,805	6,604
Rochester.....	.....	10	.....	2	15	633	544
5. Beverages.							
a. Artificial ice.....	7	42	.....	6	42	461	437
New York City.....	2	23	.....	4	28	333	325
b. Cider, grape juice, etc.....	17	33	.....	29	32	815	302
c. Mineral and soda waters.....	15	173	1	114	157	1,364	1,340
New York City.....	10	69	1	43	109	806	788
Saratoga Springs.....	.....	16	.....	.....	25	164	180
d. Malt.....	9	23	2	6	14	492	375
e. Malt liquors.....	9	244	7	96	725	5,951	5,990
Albany.....	.....	10	1	1	42	295	337
Buffalo.....	1	26	1	2	31	543	561
New York City.....	2	99	2	39	520	3,677	3,553
Rochester.....	.....	8	.....	.....	33	336	369
Troy.....	.....	14	.....	.....	20	209	227
f. Vinous and distilled liquors.....	9	65	1	38	131	589	603
New York City.....	.....	30	.....	8	89	251	312
g. Bottling, (general).....	1	27	.....	24	4	116	110
6. Tobacco Products.							
a. Tobacco and snuff.....	6	19	.....	6	14	537	415
New York City.....	1	9	.....	4	.....	134	130
b. Cigars.....	108	1,033	34	760	362	32,016	28,699
Albany.....	6	53	.....	52	10	514	507
Binghamton.....	1	29	.....	28	28	2,128	2,145
Buffalo.....	5	44	1	40	6	430	424
Kingston.....	.....	6	.....	5	5	1,570	768
New York City.....	47	507	24	309	274	23,570	21,455
Poughkeepsie.....	2	4	.....	3	7	374	380
c. Cigarettes.....	6	43	2	22	57	3,003	2,434
New York City.....	5	41	2	21	57	2,999	2,430

**XI. WATER, LIGHT**

<b>1. Water.</b>	9	55	1	.....	3	281	299
<b>2. Gas.</b>	4	78	1	1	65	2,827	2,821
Buffalo.....	.....	1	.....	.....	.....	207	200
New York City.....	.....	27	.....	1	46	2,217	2,212
<b>4. Electric Light and Power.</b>	31	270	3	8	168	4,434	4,470
New York City.....	1	75	1	8	113	3,196	3,225

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				Orders.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Females (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
TOBACCO—Continued.											
316	155	639	40	7	.....	182	700	9,976	306	4,396	22
39	38	283	7		.....	17	104	995		87	3
210	53	159	20	3	.....	126	381	6,520	263	3,103	13
325	115	4,592	143		.....	365	2,960	4,903	61	575	43
22	24	492	19		.....		149	602		31	7
263	71	3,494	109		.....	357	2,435	3,483	61	439	29
15	17	327	15		.....	3	325	201		7	6
42					.....	35	22	139	199	24	
23					.....	35	22	91	149	11	
23		16			.....		16	258		24	
157	20	21	5	1	.....	96	99	988		122	3
109	7		2		.....	93	51	535		70	2
25	3	1	2		.....		13	142		8	
14	1				.....	14	27	193	127	23	
704	26		8	1	.....	312	1,665	3,219	80	160	
42					.....	29	39	227		3	
31	9		1		.....		398	132		11	
499	16		7	1	.....	119	528	2,334	73	74	
33					.....		336			3	
20					.....	10	59	135	3	7	
131	3	40	6		.....	37	130	296	9	67	3
89	3	36	6		.....	37	101	76	9	45	3
4	3	1	1		.....		34	72		20	1
14	22	210	7	1	.....	61	123	217		15	3
.....	2	66	2	1	.....	12	58	60		12	2
354	268	14,763	337	3	.....	10,591	12,211	5,533		782	38
9	6	180	2		.....	376	112	10		22	
26	6	1,437	21		.....	109	1,037	973		22	
6	40	63	15		.....	380	25	13		13	2
5	14	613	151		.....	48	150	565		1	
269	54	11,727	43		.....	7,425	10,669	3,062		546	16
7	18	205	14		.....	57	13	303			
57	57	1,520	6		.....	216	2,048	113		61	3
57	57	1,518	6		.....	215	2,048	110		60	3

## AND POWER.

3						67	73	48	78	43	
65	2					3	206	1,377	1,170	64	
46	1						200	1,291	200	21	
									676		
165	1	3				1,540	1,111	537	1,117	211	
113	1	9				1,357	968	370	417	53	

Table V—Concluded.

CITY.	Closed, burned, removed, etc.	FACTORIES INSPECTED.		Number owners at work.	LARGEST NUMBER OF EMPLOYEES IN THE YEAR.		NUMBER  Total.
		Once.	More than once.		Office force.	Shops.	
					XI.	WATER,	LIGHT
5. Steam Heat and Power.	.....	40	.....	1	3	161	159
New York City.....	.....	31	.....	1	1	137	135
6. Garbage Disposal, Etc.	.....	4	.....	3	.....	22	22
XII. BUILDING							
a. Carpenter shops.....	65	155	1	103	40	1,439	902
New York City.....	60	122	1	79	31	1,092	647
b. Paint shops.....	13	53	.....	39	25	329	272
New York City.....	11	47	.....	34	25	268	224
c. Plumbers' shops.....	7	94	1	40	195	1,435	1,458
New York City.....	2	26	.....	2	146	595	703
Rochester.....	1	14	1	6	15	405	361
XIII. WAREHOUSING.	.....	10	.....	.....	8	131	104

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.209

## Statistics of Factories Inspected: By Industries.

OF EMPLOYEES AT TIME OF INSPECTION.						WEEKLY HOURS OF LABOR.				ORDERS.	Number children without certificate ordered discharged.
In office, etc.	Males under 18 years (shops).	Fe-males (shops).	CHILDREN.			NUMBER OF EMPLOYEES (IN SHOPS) WHO WORK—					
			14-16 years old.	Under 14.	Illiterate.	51 hours or less.	52-57 hours.	58-63 hours.	Over 63 hours.		
AND POWER—	C	continued.									
1	1	.....	.....	.....	.....	8	.....	89	61	37	.....
1	1	.....	.....	.....	.....	.....	.....	78	56	32	.....
.....	.....	.....	.....	.....	.....	7	15	.....	.....	4	.....

### INDUSTRY.

40	4	4	1	1		582	189	91		158	
31	4	4	1	1		498	90	28		131	
25		10				141	43	63		41	
25		10				119	43	37		38	
195	5		3			602	600	61		62	2
146	2		1			44	485	28		29	1
15	1		1			340	6			4	1
8							24	57	15	8	

TABLE VI—NUMBER OF NOTICES ISSUED TO OWNERS OF FACTORIES

ORDERS.	NOTIFICATIONS.		
	New York City.	Remainder of the State.	New York State.
With reference to section of the Labor Law violated.			
I. ADMINISTRATION.			
Post law (§105).....	9,911	3,693	13,604
Post schedule of hours (§77).....	3,608	1,153	4,761
Obtain and post permit changing period of noonday meal (§89).....	994	299	1,293
Keep register of children employed (§78).....	90	33	123
Report intention of operating mill overtime (§78).....	2		2
Keep record of overtime (§78).....			
Report accidents (§87).....	102	99	201
Total.....	14,707	5,277	19,984
II. SANITATION AND SAFETY.			
1. Lighting:			
Properly light workrooms (§81).....			
Properly light halls, stairs or water closets (§81).....	757	19	776
2. Ventilation and overcrowding:			
Provide 250 cubic feet of air-space for each employee between 6 a. m. and 6 p. m. (§85).....	20	2	22
Provide 400 cubic feet of air-space for each employee between 6 p. m. and 6 a. m. (§85).....			
Provide proper and sufficient means of ventilation (§86).....	18	22	40
3. Time allowed for meals:			
Allow 60 minutes for noonday meal (§89).....	3		3
Allow 20 minutes for lunch at 6 p. m. (§89).....	2		2
4. Cleanliness and sanitary conveniences.....	7,093	522	7,615
Limewashing, painting or papering ordered (§84).....	1,143	86	1,229
Walls or ceilings ordered repaired (§84).....	221	30	251
Clean workrooms, halls, stairs or yard (§§62, 100).....	438	22	460
Clean or repair windows or doors or provide new partitions (§62).....	65	6	71
Provide box for rubbish or bin for coal (§84).....	7	5	12
Provide additional water closets or separate water closets for sexes (§88).....	700	143	843
Clean, disinfect or flush water closets (§88).....	1,457	59	1,516
Screen water closets or dressing rooms (§88).....	104	14	118
Repair water closets (§88).....	1,020	59	1,079
Ventilate water closets (§88).....	41	2	43
Whitewash or paint water closets (§88).....	608	15	623
Provide inside water closets (§88).....	33	6	39
Provide separate approaches to water closets (§88).....	22	1	23
Keep water closet unlocked or provide keys (§88).....	29	1	30
Provide locks for women's water closets (§88).....	73	3	76
Clear passageway to water closets (§88).....	6	1	7
Remove obscene writing from halls or water closets (§88).....	57	10	67
Provide signs on water closets (§88).....	92	4	96
Cease using water closets for storage purposes.....	3		3
Provide dressing room (§88).....	401	7	408
Provide washroom for employees (§88).....	38	1	39
Provide running water in workrooms (§88).....	413	26	439
Provide sink in workroom (§88).....	18	4	22
Repair sink or plumbing in workrooms (§88).....	56	16	72
Provide drainage for yard or basement (§62).....	1	1	2
Clean or repair tank on roof (§88).....	16		16
Clean and cover tank for drinking water (§88).....	2		2
Heat workrooms (§62).....	29		29
5. Dangerous machinery.....	1,774	3,277	5,051
Encase or box belting (§81).....	162	464	626
Countersink protruding set screws (§81).....	629	517	1,146
Guard shafting (§81).....	229	103	332
Guard gearing (§81).....	140	261	401
Guard pulleys and fly wheels (§81).....	90	318	408
Provide belt shifters and loose pulleys (§81).....	61	33	94
Provide guards for vats and pans (§81).....		2	2
Provide guards for saws and planers (§81).....	73	172	245
Provide guards for other machinery (§81).....	130	147	277
Provide or repair exhaust fans (§81).....	148	104	252
Provide steam or water guage for boilers (§81).....		2	2
Provide steam guage for engine room (§81).....		14	14
Have boiler inspected (§91).....	47	497	544
Have boiler repaired (§91).....		1	1
File certificate of boiler inspection (§91).....	55	639	694

\* Special orders concern illegal conditions of which complaint has been received by the Department or hands of a deputy inspector whose duty it is upon termination of the time limit specified in the order to ascertain.

† Final notices are peremptory notices to comply with orders previously issued but found by investigation of

## AND COMPLIANCES REPORTED THEREWITH UP TO OCTOBER 1, 1905.

		COMPLIANCES.			SPECIAL ORDERS*.				Final notices† issued.
Suspended, rescinded, etc.	Net total.	Total number.	THEREOF IN		Total issued.	Suspended, rescinded, etc.	Net total.	Com- pliances.	
			New York City.	Other places.					
.....	13,604	13,604	9,911	3,693	2	.....	2	2	.....
.....	4,761	4,761	3,608	1,155	4	.....	4	4	2
.....	1,293	1,293	994	299	1	.....	1	1	.....
3	120	101	80	21	17	.....	17	14	1
.....	2	2	2	.....	2	.....	2	2	.....
2	199	167	88	79	9	.....	9	7	4
5	19,979	19,928	14,683	5,245	35	.....	35	30	7
<hr/>									
26	750	528	516	12	128	6	122	100	122
.....	22	19	17	2	10	.....	10	.....	2
5	35	20	10	10	8	2	6	4	3
.....	3	3	3	.....	2	.....	2	2	.....
.....	2	1	1	.....	1	.....	1	1	.....
691	7,054	4,980	4,693	287	1,255	119	1,136	824	1,278
77	1,152	765	713	52	146	19	127	78	215
13	238	145	131	14	32	4	28	20	30
25	435	292	284	8	79	6	73	65	72
5	66	44	40	4	8	.....	8	7	5
.....	12	9	5	4	3	.....	3	1	.....
115	728	477	426	51	127	19	109	80	142
108	1,408	1,017	974	43	297	28	269	202	354
28	90	62	56	6	16	.....	15	14	5
44	1,035	800	758	42	147	9	138	94	133
3	40	21	20	1	11	1	10	7	4
28	595	426	418	8	101	10	91	66	58
9	30	13	12	1	7	4	3	3	9
.....	23	12	11	1	3	.....	3	3	3
3	27	27	26	1	4	.....	4	4	.....
1	75	57	55	2	16	.....	16	6	30
.....	7	6	5	1	.....	.....	.....	.....	.....
1	66	59	49	10	4	.....	4	2	4
6	90	77	74	3	10	.....	10	9	41
.....	3	3	3	.....	1	.....	1	.....	.....
63	345	230	225	5	59	5	54	36	111
2	37	22	22	.....	4	.....	4	4	.....
17	422	312	293	19	141	10	131	92	53
3	19	9	8	1	9	2	7	1	9
5	67	51	42	9	9	.....	9	9	.....
.....	2	2	1	1	1	.....	1	1	.....
3	13	13	13	.....	7	.....	7	7	.....
.....	2	2	2	.....	.....	.....	.....	.....	.....
2	27	27	27	.....	13	1	12	12	.....
114	4,937	3,452	1,402	2,050	163	10	153	101	278
7	619	402	130	272	22	1	21	17	17
22	1,124	854	526	328	40	2	38	25	64
12	320	252	185	67	22	.....	22	20	21
.....	401	270	117	153	14	.....	14	7	15
4	404	298	74	224	9	.....	9	7	16
4	90	53	36	17	5	.....	5	2	8
.....	2	2	2	.....	2	.....	.....	.....	.....
.....	245	149	54	95	3	.....	3	2	18
4	273	192	100	92	7	.....	7	4	20
37	215	123	81	42	38	7	31	17	58
.....	2	2	.....	2	.....	.....	.....	.....	.....
.....	14	9	9	9	1	.....	1	.....	.....
12	532	351	42	309	1	.....	1	.....	19
.....	1	.....	.....	.....	.....	.....	.....	.....	.....
12	682	485	50	435	1	.....	1	.....	20

which have been found by the Department to be long-standing. A duplicate of each special order is placed in the train by inspection whether the orders have been complied with.

deputy inspectors to be uncomplished with.



Table VI—Number of Notices Issued to Owners of Factories and

ORDERS.  With reference to section of the Labor Law violated.	NOTIFICATIONS.		
	New York City.	Remainder of the State.	New York State.
<b>II. SANITATION AND SAFETY—Continued.</b>			
Provide signal to engine room (§91).....	10	2	12
Reduce speed of engine to make it safe (§91).....		1	1
6. Elevators, hoisting, etc. (§79).....	314	163	476
Provide automatic or other doors or gates for elevators.....	55	14	69
Provide guard rails at elevator or hoistway openings.....	117	80	197
Provide passageway around elevator shaft.....	4		4
Repair automatic or other doors of elevator.....	50	51	101
Lock elevator doors so that they can be opened only from elevator.....	16	8	24
Provide new ropes or cables.....	8	1	9
Provide safety attachments for elevator doors.....	10	1	11
Provide signal to call elevator.....	11	1	12
Provide light on elevators.....	3		3
Repair elevator or elevator machinery.....	39	6	45
Employ person to take charge of elevator.....	1		1
7. Protection from fire.....	873	638	1,511
Erect fire escapes (§82).....		59	59
Extend balconies to embrace two windows (§82).....	2	2	2
Provide or repair shutters to fire escape (§82).....	3	1	4
Provide iron floor for fire escape (§82).....		4	4
Paint or repair fire escape (§82).....		4	4
Provide ladders or stairways to roof (§82).....	32	14	46
Provide iron ladder from cellar to sidewalk (§62).....	2		2
Connect balconies by inclined stairways and provide drop ladders to ground (§82).....	3	11	14
Remove obstructions from exits or fire escapes (§82).....	151	37	188
Provide exits other than stairway (§82).....	4		4
Erect additional stairways (§62).....	4	11	15
Display fire escape signs.....	1	1	2
Keep doors unlocked during working hours (§80).....	129	3	132
Provide rubber or new treads on stairs (§80).....	78	47	125
Provide handrails on stairways (§80).....	438	467	905
Provide screens for stairways (§80).....	19	3	22
Construct doors to open outwardly (§80).....	6	4	10
Keep fire pails filled with water (§62).....	1		1
Protect ceilings or walls from gas jets by metal protectors.....	1		1
Provide ladder or bridge to adjacent building for use in case of fire.....		14	14
Provide fireproofing around stove in shop (§62).....	1		1
8. Unsafe buildings:			
Repair walls, flooring, roof or foundation (§§62, 90).....	120	62	182
Cover gratings or other openings (§62).....	15	1	16
Total.....	10,989	4,749	15,738
<b>III. CHILDREN.</b>			
Discharge children under 14 years of age (§70).....	31	56	87
Discharge illiterate children under 16 (§73).....	20	7	27
Discharge children under 16 without certificate (§70).....	1,004	642	1,646
File certificate of children under 16 (§§70, 73).....	10	1	11
Cease employing children under 16 on dangerous machinery (§81).....		4	4
Keep unemployed children out of factory.....	1		1
Cease employing children under 16 more than 9 hours per day (§77).....	398	260	658
Total.....	1,464	970	2,434
<b>IV. WOMEN AND MINORS.</b>			
~ Cease employing males under 18 and women more than 60 hours per week (§77).....	42	16	58
~ Cease employing males under 18 and women at night (between 9 p. m. and 6 a. m.) (§77).....	17	40	57
~ Cease employing males under 18 and women at polishing or buffing (§ 93).....	10	12	22
Cease employing minors under 18 to take care of or operate an elevator running faster than 200 feet per minute (§ 79.).....		2	2
Provide seats for female employees (§ 17).....	23	2	25
Permit use of seats to female employees (§17).....	1		1
Total.....	93	72	165

\* Special orders concern illegal conditions of which complaint has been received by the Department or the hands of a deputy inspector whose duty it is upon termination of the time limit specified in the order to

† Final notices are peremptory notices to comply with orders previously issued but found by investigation of

## Compliances Reported Therewith up to October 1, 1905—Continued.

		COMPLIANCES.			SPECIAL ORDERS.*				Final notices† issued.
Suspended, rescinded, etc.	Net total.	Total number.	THEREOF IN		Total issued.	Suspended, rescinded, etc.	Net total.	Com- pliances.	
			New York City.	Other places.					
.....	12	9	7	2	.....	.....	.....	.....	2
.....	1	1	1	1	.....	.....	.....	.....	.....
83	453	337	229	111	49	1	48	31	76
9	60	35	27	8	2	.....	2	1	15
5	192	139	84	55	24	1	23	11	27
1	3	3	3	.....	1	.....	1	1	10
2	99	76	43	33	11	.....	11	10	6
.....	24	23	16	7	4	.....	4	4	2
.....	9	9	8	1	.....	.....	.....	.....	2
.....	11	8	7	1	1	.....	1	1	5
3	9	6	5	1	.....	.....	.....	.....	8
.....	3	1	1	.....	1	.....	1	.....	.....
3	42	36	31	5	5	.....	5	3	1
.....	1	1	1	.....	.....	.....	.....	.....	.....
61	1,494	1,061	666	396	106	5	101	79	147
5	54	20	.....	20	.....	.....	.....	.....	12
.....	2	.....	.....	.....	.....	.....	.....	.....	.....
.....	4	4	3	1	.....	.....	.....	.....	1
.....	1	1	1	1	.....	.....	.....	.....	2
.....	1	1	1	1	.....	.....	.....	.....	1
2	44	34	25	9	1	.....	1	.....	4
.....	2	1	1	.....	3	.....	3	1	1
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2	12	4	.....	4	.....	.....	.....	.....	2
4	184	144	113	31	30	1	29	24	17
.....	4	4	4	.....	.....	.....	.....	.....	.....
.....	15	6	2	4	.....	.....	.....	.....	.....
.....	2	2	1	1	.....	.....	.....	.....	.....
8	124	104	101	3	22	1	21	19	8
6	119	88	57	31	4	1	3	1	18
30	875	610	334	276	36	2	34	27	74
2	20	18	16	2	7	.....	7	5	6
.....	10	9	5	4	2	.....	2	1	1
.....	1	1	1	.....	.....	.....	.....	.....	.....
.....	1	1	1	.....	.....	.....	.....	.....	.....
2	12	8	.....	8	1	.....	1	1	.....
.....	1	1	1	.....	.....	.....	.....	.....	.....
10	172	128	90	38	18	2	16	14	15
1	15	14	14	.....	1	.....	1	1	.....
801	14,937	10,543	7,637	2,906	1,741	145	1,596	1,157	1,921
.....	87	87	31	56	.....	.....	.....	.....	.....
.....	27	27	20	7	.....	.....	.....	.....	.....
.....	1,646	1,645	1,003	642	16	.....	16	16	4
.....	11	10	9	1	3	.....	3	2	.....
.....	4	3	.....	3	.....	.....	.....	.....	.....
.....	1	.....	.....	.....	.....	.....	.....	.....	.....
11	647	543	335	208	71	2	69	62	32
11	2,423	2,315	1,398	917	90	2	88	80	36
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
2	56	49	35	14	29	1	28	27	2
.....	57	37	16	21	12	.....	12	12	1
.....	22	19	9	10	2	.....	2	2	1
.....	2	1	.....	1	.....	.....	.....	.....	.....
1	24	17	15	2	3	1	2	2	11
.....	1	1	1	.....	.....	.....	.....	.....	.....
3	162	124	76	48	46	2	44	43	15

which have been found by the Department to be long-standing. A duplicate of each special order is placed ascertain by inspection whether the orders have been complied with.  
deputy inspectors to be uncomplished with.

Table VI—Number of Notices Issued to Owners of Factories and

ORDERS. With reference to section of the Labor Law violated.	NOTIFICATIONS.		
	New York City.	Remainder of the State.	New York State.
<b>V. LAUNDRIES (special provisions of §92).</b>			
Cease using workrooms for sleeping or living purposes.....	52	8	60
Keep workroom in clean condition.....	81	10	91
Total.....	133	18	151
<b>VI. WORKSHOPS IN TENEMENTS (ARTICLE VII.)</b>			
Frame and post license (§100).....			
Keep and file register of outside help (§101).....	41	14	55
Cease using shop for living purposes (§100).....	1		1
Cease using factory for tenement purposes (§82).....	1		1
Cease using water closet in living rooms for shop employees.....	1		1
Cease manufacturing in cellar.....	1		1
Cease storing finished product in living rooms.....	1		1
Total.....	46	14	60
<b>VII. BAKERIES (SPECIAL LAW).</b>			
Reduce hours of labor to 10 a day (§110).....	23	2	25
Water closets ordered from bakeroom and provided outside (§113).....	24	1	25
New sinks ordered (§111).....	15	6	21
Sinks ordered repaired (§111).....	60	25	85
Other orders relating to drainage and plumbing (§111).....	38	6	44
Remove beds or bedding from, and cease sleeping in bake or store rooms (§113).....	22	3	25
Cease using bakeshop for living purposes.....	12	3	15
Provide pipe or hood or ventilate bakeroom (§111).....	91	11	102
Alter or repair pipe or hood (§111).....	51	4	55
Bakeshops ordered to be cleaned and kept clean (§112).....	212	74	286
Yard or area ordered cleaned (§112).....	13	4	17
Rubbish or ashes ordered from bakeroom (§112).....	101	19	120
Walls and ceiling to be whitewashed or painted (§112).....	686	209	895
Woodwork to be painted (§112).....	50	16	66
Sidewalls or ceilings to be plastered, wainscoted or repaired (§112).....	154	52	206
Repair doors, partitions or windows (§112).....	16	2	18
Food products to be stored in dry rooms (§112).....	9	2	11
Storage facilities to be arranged for cleaning (§112).....	4	1	5
Keep dogs, chickens or other animals out of bakeroom (§112).....	12	5	17
Close passage to stable from bakeshop (§112).....		2	2
Ceiling ordered raised to at least 8 feet (§112).....	82	16	98
Repair scrape or oil floor, or provide new floor (§112).....	188	80	268
Total.....	1,863	543	2,406
<b>IX. WAGES.</b>			
Pay wages in cash (§9).....		2	2
Pay wages weekly (§10).....	6	16	22
Total.....	6	18	24
<b>GRAND TOTAL.....</b>	<b>29,301</b>	<b>11,661</b>	<b>40,962</b>

\* Special orders concern illegal conditions of which complaint has been received by the Department or in the hands of a deputy inspector whose duty it is upon termination of the time limit specified in the order to  
 † Final notices are peremptory notices to comply with orders previously issued but found by investigation of

## Compliances Reported Therewith up to October 1, 1905—Concluded.

		COMPLIANCES.			SPECIAL ORDERS*.				Final notices† issued.
Suspended, rescinded, etc.	Net total.	Total number.	THEREOF IN		Total issued.	Sus- pended, rescinded, etc.	Net total.	Com- pliances.	
			New York City.	Other places.					
3	57	44	39	5	1	1			15
3	88	72	68	4					6
6	145	116	107	9	1	1			21
	55	54	41	13	1		1	1	
	1	1	1						
	1	1	1						
	1	1	1						
	1	1	1						
	1	1	1						
	1	1	1						
	60	59	46	13	1		1	1	
3	22	22	22		5		5	5	3
2	23	15	15		1		1	1	4
4	17	11	10	1	2	1	1		9
8	77	48	39	9	14	4	10	9	19
4	40	28	26	2	8	2	6	4	10
5	20	14	13	1	2	2			9
2	13	8	8						13
17	85	58	56	2	18	3	15	8	46
3	52	41	40	1	10		10	6	14
9	277	174	154	20	34	3	31	17	51
3	14	9	7	2	5	1	4	2	1
9	111	77	70	7	21	3	18	10	23
38	857	658	567	91	48	8	40	29	153
2	64	51	44	7	5		5	3	22
11	195	137	119	18	9	3	6	5	40
4	14	9	9		2	1	1	1	2
1	10	7	7		1		1	1	1
	5	4	4		2		2	2	
	17	13	10	3					1
	2								
53	45	16	15	1	17	6	11	3	31
25	243	159	134	25	28	2	26	18	53
203	2,203	1,559	1,369	190	232	39	193	124	505
	2	1		1					
3	19	11	4	7					
3	21	12	4	8					
1,032	39,930	34,656	25,320	9,336	2,146	189	1,957	1,435	2,505

which have been found by the Department to be long-standing. A duplicate of each special order is placed ascertain by inspection whether the orders have been complied with.  
deputy inspectors to be uncomplied with.

TABLE VII—COMPLAINTS ALLEGING VIOLATION OF THE LABOR LAW, AND DISPOSITION OF SAME.

NATURE OF COMPLAINT. With reference to the article or section of the Labor Law of which violation is charged.	Sus- tained.	Sus- tained in part.	Not sus- tained.	Com- plaints against places not found, closed, etc.	Total.	Thereof in New York City.
<b>I. PUBLIC WORK (ART. I).</b>						
Employment of aliens (§13).....			1		1	1
<b>V. PAYMENT OF WAGES.</b>						
Failure to pay wages in cash (§9).....			1		1	
Failure to pay wages weekly (§10).....	4		3		7	
Total.....	4		4		8	
<b>IX. FACTORY LAW (ARTS. V-VIII.)</b>						
1. Posting of law, filing of notices, etc. (§§76-8, 87, 89, 105):						
Failure to post law.....	2				2	1
Failure to report accident.....	2				2	1
Total.....	4				4	2
2. Sanitation and safety (§§62, 79-86, 88-91):						
a. Lighting (§81):						
Insufficient light in halls or stairways.....	33	2	4	4	43	42
Insufficient light in workrooms.....	2		3		5	3
b. Ventilation and overcrowding (§§85-86):						
Insufficient air space for day work.....	3		11	1	15	14
Insufficient ventilation.....	11	2	26		39	32
c. Time allowed for meals (§89):						
Allowance of less than one hour for noonday meal.....	3		2		5	5
Failure to allow 20 minutes for lunch at 6 p. m. ....	1		1		2	2
d. Cleanliness and sanitary conveniences (§§84-88):	163	2	82	2	239	219
Unclean shop or yard.....	16		19		35	32
Unclean materials.....			1		1	1
Lack of sufficient or inside water closets (§88)....	21		25		46	41
Lack of separate water closets (§88).....	32		9		41	38
Lack of separate approaches to water closets (§88)	2		1		3	3
Water closets unclean, not disinfected, or not flushed (§88).....	39	1	11	2	53	46
Unscreened water closets (§88).....			1		1	1
Lack of locks on women's water closets (§88).....	1		1		2	2
Water closets out of repair (§88).....	14		2		16	16
Water closets insufficiently ventilated (§88).....	1		1		2	2
Water closets locked during working hours (§88)	1		1		2	2
Dressing room not provided (§88).....	4		1		5	3
Failure to provide running water in workrooms (§88).....	10		3		13	13
Impure drinking water (§88).....			2		2	2
Insufficient heat in workrooms (§62).....	9	1	4		14	14
Leaky roof or floor (§62).....	3				3	3
e. Dangerous machinery (§§81, 91):	44	2	25	8	77	56
Unguarded gearing (§81).....	1				1	
Lack of belt shifters, loose pulleys, or safety clutch (§81).....	2				2	1
Other machinery unguarded (§81).....	4		2		6	4
Lack of or imperfect exhaust fans (§81).....	32	2	15	4	53	44
Vibration from machinery (§81).....	1		4	1	6	6
Unsafe boiler or engine, or failure to inspect boiler (§91).....	3		2	3	8	1
Impossibility of shutting off power in case of accidents.....	1				1	
f. Elevators, hoistways, etc. (§79):						
Lack of guard rails at elevator or hoistway openings.....	1		2		3	2
Need of new ropes or cables.....	1		1		2	2
Unsafe elevator.....			2		2	2
g. Protection from fire (§§80, 82-83):						
Lack of or inadequate fire escapes (§82).....	6	1	8		15	10
Obstructions to exits or fire escapes (§82).....	5		2		7	5
Doors not unlocked during working hours (§80)	5		3	1	9	8
Lack of handrail on stairs (§80).....	2		1		3	2
h. Unsafe buildings (§§62, 80):						
Non-compliance with municipal ordinance (§62)	3		2		5	5
Total.....	273	9	173	16	471	409

Table VII—Complaints Alleging Violation of the Labor Law, Etc.—Concluded.

NATURE OF COMPLAINT. With reference to the article or section of the Labor Law of which violation is charged.	Sus- tained.	Sus- tained in part.	Not sus- tained.	Com- plaints against places not found, closed, etc.	Total.	Thereof in New York City.
<b>IX. FACTORY LAW (ARTS. V-VIII)—Continued.</b>						
3. Children (§§70, 73, 79, 81):						
Employment of children under 14 (§70).....	18		36	8	62	56
Employment of illiterate children under 16 (§73)	2				2	2
Employment of children under 16 without cer- tificate (§70).....	66	2	61	8	137	112
Certificates improperly issued by health officer (§71).....			2		2	
Employment of children under 16 on dangerous machinery (§81).....	1				1	
Employment of children under 16 more than nine hours a day (§77).....	7		8	1	16	14
Total.....	94	2	107	17	220	184
4. Women and minors (§§77, 79, 81, 93):						
Employment of women or minors more than 90 hours per week (§77).....	30	1	21	2	54	40
Employment of women or minors at night (§77).	19	2	6	1	28	17
Employment of women or minors at polishing or buffing (§93).....	2		6	5	13	13
Total.....	51	3	33	8	95	70
5. Laundries, special (§92):						
Workrooms used for sleeping or living purposes.	1				1	1
Workrooms in unclean condition.....	2			1	3	3
Total.....	3			1	4	4
6. Tenement work (Art. VII):						
Work carried on without license (§100).....	177		68	14	259	257
Failure to keep register of outside help (§101)...	1				1	1
Work carried on under unsanitary conditions (§100).....	11	1	10	1	23	23
Contagious disease in tenement workroom (§100)		1	2		3	3
Workroom connected with living room (§100)...	3		2		5	5
Employment of persons not members of family (§100).....	2				2	2
More persons working than allowed by license (§100).....	1				1	1
Total.....	195	2	82	15	294	292
7. Bakeries (Special Art. VIII):						
General violation of bakeshop law.....	22	4	17	5	48	33
Working more than 60 hours per week (§110)...	5		4		9	6
Water closet connected with bakeroom (§113)...	12				12	12
Defective drainage or plumbing (§111).....			2		2	2
Beds and bedding in bakeroom, sleeping in bake- room (§113).....	1		4		5	4
Defective ventilation, lack of pipe or hood (§111)	3		1		4	4
Gas explosion from oven.....	1				1	
Unclean bakeshop (§112).....	12		5		17	16
Walls or ceilings not limewashed or out of repair (§112).....	2				2	2
Ceilings less than eight feet high (§112).....	4				4	2
Total.....	62	4	33	5	104	81
8. General violation of factory law.....	5	2	7	1	15	15
<b>X. MINES AND QUARRIES (ART. IX).</b>						
Conditions not under department's jurisdiction.....					90	78
GRAND TOTAL.....	691	22	440	63	1,306	1,136

TABLE VIII—DETAILED STATEMENT OF PROSECU

TOWN.	Defendant and Premises.	Offense.
<b>II. HEALTH AND SAFETY.</b>		
New York City...	Max Dorf, 38 Division st., Manhattan	1. Lighting. Failure to light halls and stairways leading to workroom.
New York City...	Harris Breslaw, 127-131 Hester st., Manhattan.	4. Cleanliness and Sanitary Conveniences. Failure to clean water closets.....
New York City...	Max Dorf, 38 Division st., Manhattan.	Separate water closets for sexes not provided.
New York City...	Max Dorf, 38 Division st., Manhattan.	Failure to limewash and paint walls and ceiling.
New York City...	Samuel Gelb, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water-closets.
New York City...	Max Ginsberg, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water-closets.
New York City...	Morris Ginsberg, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water-closets.
New York City...	Jacob Glaser, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	A. Glatstein, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water-closets.
New York City...	Hyman Goldberg, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	Isidor Hirschman, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	Joseph Horowitz, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	Wolf Horowitz, 124 E. Broadway, Manhattan.	Failure to provide separate closets for sexes.
New York City...	Max Kueshner, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water-closets.
New York City...	Jacob Klein, 7 and 8 Chatham square, Manhattan.	Unclean water closets.....
New York City...	Daniel Levinsky, 124 E. Broadway, Manhattan.	Failure to paint walls and ceiling of workroom.
New York City...	Sam Liberwitch, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint, shop, halls and water-closets.
New York City...	Isaac Michaels, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	Chas. E. Mittenthal, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint, shop, halls and water-closets.
New York City...	Harry Ornstein, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint, shop, halls and water-closets.
New York City...	Morris Rosenberg, 127-131 Hester st., Manhattan.	Unclean water closets.....
New York City...	Jacob Scheuman, 48 Canal St., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water closets.
New York City...	Sam Silberman, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water closets.
New York City...	Barnet Solow, 48 Canal st., Manhattan	Failure to clean water closets and limewash and paint shop, halls and water closets.
New York City...	Harry Stitsan, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water closets.
New York City...	Pincus Trugman, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water closets.
New York City...	Louis Wolfson, 35 Cannon st., Manhattan.	Failure to provide dressing room for women.
New York City...	Morris Zwaifler, 48 Canal st., Manhattan.	Failure to clean water closets and limewash and paint shop, halls and water closets.

## CTIONS FOR VIOLATION OF THE FACTORY LAW.

Inspector.	Court and Dates.	Result.	Penalty.
W. G. Lowsbery.....	Warrant, March 6, 1905, Special Sessions, June 7, 1905.	Dismissed.	
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 11, 1905.	Convicted.....	Fined \$35.
W. G. Lowsbery.....	Warrant March 6, 1905, Special Sessions, June 7, 1905.	Convicted.....	Fined \$20.
W. G. Lowsbery.....	Warrant, March 6, 1905, Special Sessions, June 7, 1905.	Dismissed.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 15, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 27, 1905, Magistrate's Court, March 15, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 27, 1905, Magistrate's Court, March 15, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant issued, March 2, 1905, Special Sessions, May 8, 1905.	Convicted.....	Fined \$20.
Joseph O'Rourke.....	Summoned, February 27, 1905, Magistrate's Court, March 15, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 11, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 11, 1905.	Convicted.....	Fined \$35.
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 11, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, July 21, 1905, Special Sessions, August 1, 1905.	Convicted.....	Fined \$20.
Joseph O'Rourke.....	Summoned, February 27, 1905, Magistrate's Court, March 15, 1905.	Complied with law. Case discharged.	
M. J. Flanagan.....	Warrant, April 5, 1905, Special Sessions, May, 15 1905.	Convicted.....	Fined \$35 or 10 days.
W. W. Walling.....	Warrant, July 21, 1905, Special Sessions, August 4, 1905.	Convicted.....	Fined \$20.
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 26, 1905.	Convicted.....	Fined \$20
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 26, 1905.	Convicted.....	Fined \$20.
Joseph O'Rourke.....	Summoned February 24, 1905. Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant, July 21, 1905, Special Sessions, August 8, 1905.	Pleaded guilty, sentence suspended.	
Joseph O'Rourke.....	Summoned, February 24, 1905, Magistrate's Court, March 9, 1905.	Complied with law. Case discharged.	



Table VIII—Detailed Statement of Prosecutions

TOWN.	Defendant and Premises.	Offense.
<b>II. HEALTH AND SAFETY—Continued.</b>		
		5. Dangerous Machinery.
Hempstead.....	Molleneaux Bros., Jackson st.....	Failure to guard fly wheels and set screws.
New York City...	Luxenberg and Haskell, 177-9 Grand st.	Failure to provide exhaust fan.....
Potdam.....	G. S. Knowlton and James P. Dougherty, Watertown, N. Y.	Failure to guard dangerous machines and well-hole in floor.
Rochester.....	Olin D. Stuart, 191 Mill st.....	Failure to provide exhaust fan of sufficient power.
<b>III. CHILDREN.</b>		
Amsterdam.....	Edward Cooper, 31 E. Main st., (rear).	Employing child under sixteen years of age without Board of Health certificate.
Amsterdam.....	Lewis E. Harrower, Rockton.....	Employing child under sixteen years of age without Board of Health certificate.
Amsterdam.....	Horace Inman and Harry A. Inman, 43-57 Spring st	Employing child under sixteen years of age without Board of Health certificate.
Buffalo.....	Julius Berghoff, 105 Seneca st.....	Employing child under sixteen years of age without Board of Health certificate, (2 cases).
Buffalo.....	Julius Berghoff, 105 Seneca st.....	Employing child under sixteen years of age without Board of Health certificate, (3 cases).
Buffalo.....	Chas. E. Duffy, 1226 Broadway.....	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Chas. A. Faessler, 105 Seneca st....	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Gilbert S. Graves, 824 West ave....	Employing child under 14 years of age, (2 cases).
Buffalo.....	John Kolbeck, 455 Madison st.....	Employing child under 14 years of age...
Buffalo.....	Ferdinand Klaus, 820-826 South Division st.	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Abraham Lewis, 452 Jefferson st.....	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Isidore Loeser, 330 Howard st.....	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Lawrence Maciejewski, 45 Wolts ave.	Employing child under 16 years of age without Board of Health certificate.
Buffalo.....	Edward Warner, 105 Seneca st.....	Employing child more than 9 hours a day, (3 cases).
New York City...	David and William Adler, 127-131 Hester st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Otto Arnold, 457 W. 45th st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Thos. H. Bopp, 251 W. 67th st., Manhattan.	Employing child more than 9 hours per day.
New York City...	Thos. H. Bopp, 251 W. 67th st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Robert Braasch, 414-430 W. 38th st., Manhattan.	Employing child more than 9 hours per day, (2 cases).
New York City...	Robert Braasch, 414-430 W. 38th st., Manhattan.	Failure to keep register of children employed.
New York City...	Robert Braasch, 414-430 W. 38th st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Charles Conay, 123-5 Bleecker st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Frank J. Dagin, Spring and McDougal sts., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (13 cases).
New York City...	Adolph Doll, South Boulevard and Brown Place, Bronx.	Employing child under 16 years of age without Board of Health certificate, (6 cases).

## for Violation of the Factory Law—Continued.

Inspector.	Court and Dates.	Result.	Penalty.
L. A. Havens.....	Warrant, February 2, 1905 Justice's Court, February 20, 1905.	Complied with law. Case discharged.	
W. W. Walling.....	Warrant, March 17, 1905, Special Sessions, May 18, 1905.	Convicted.....	Fined \$20.
F. S. Naah.....	Warrant, January 27, 1905, Grand Jury, June 10, 1905.	Convicted.....	Fined \$100.
H. L. Schnur.....	Warrant, February 20, 1905, Police Court, March 9, 1905.	Complaint dismissed on alleged defect in information.	
Joseph O'Rourke and C. M. Lessels.	Warrant, July 16, 1905, Recorder's Court, January 18, 1905.	Convicted.....	Fined \$20.
Joseph O'Rourke and C. M. Lessels.	Warrant, January 16, 1905, Recorder's Court, January 18, 1905.	Complaint withdrawn.	
Joseph O'Rourke and C. M. Lessels.	Warrant, January 16, 1905, Recorder's Court, January 18, 1905.	Convicted.....	Each defendant fined \$20.
H. L. Schnur.....	Warrants, July 19, 1905, Police Court, July 27, 1905.	Convicted.....	Fined \$30 in one case, \$20 in other
H. L. Schnur.....	Warrants, June 26, Police Court, July 3, 1905.	Pleaded guilty, sentence suspended in each case.	
H. L. Schnur.....	Warrant, January 26, 1905, Police Court, January 30, 1905.	Pleaded guilty ....	Fined \$20.
H. L. Schnur.....	Warrant, June 26, 1905, Police Court, July 3, 1905.	Pleaded guilty. Sentence suspended.	
H. L. Schnur.....	Warrant, July 18, 1905, Police Court, July 28, 1905.	Convicted. Sentence suspended in each case.	
H. L. Schnur.....	Warrant, September 21, 1905, Police Court, September 25, 1905	Pleaded guilty. Sentence suspended.	
H. L. Schnur.....	Warrant, February 2, 1905, Police Court, February 6, 1905.	Convicted.....	Fined \$20.
H. L. Schnur.....	Warrant, January 19, 1905, Police Court, January 20, 1905.	Convicted. Sentence suspended.	
H. L. Schnur.....	Warrant, February 2, 1905, Police Court, February 3, 1905.	Convicted. Sentence suspended.	
H. L. Schnur.....	Warrant January 23, 1905, Police Court, January 25, 1905.	Convicted. Sentence suspended.	
H. L. Schnur.....	Warrant, June 23, 1905, Police Court, July 3, 1905.	Pleaded guilty. Fined in one case and sentence suspended in others.	Fined \$20.
W. W. Walling.....	Warrant, March 2, 1905, Special Sessions, April 11, 1905.	Both convicted. David fined and sentence suspended for Wm.	Fined \$20.
Lily F. Foster.....	Summons and warrant, May 19, 1905, Special Sessions, June 7, 1905.	Convicted.....	Fined \$20.
Chas. B. Ash.....	Summoned, February 16, 1905, Magistrate's Court, February 17, 1905.	Discharged.	
Chas. B. Ash.....	Summoned, February 16, 1905, Magistrate's Court, February 17, 1905.	Discharged.	
Lily F. Foster.....	Summoned, December 8, 1904, Special Sessions, December 29, 1904.	Convicted. Sentence suspended.	
Lily F. Foster.....	Summoned, December 8, 1904, Special Sessions, December 29, 1904.	Convicted. Sentence suspended.	
Lily F. Foster.....	Summoned, December 8, 1904, Special Sessions, December 29, 1904.	Convicted in one case, sentence suspended in other.	Fined \$25 or 10 days in jail.
W. W. Walling.....	Warrant, Jan. 12, 1905, Special Sessions, January 17, 1905.	Convicted.	Fined \$40.
W. W. Walling.....	Warrant, August 10, 1905, Special Sessions, August 29, 1905.	Plead guilty. In one case fine imposed in other sentence suspended.	Fined \$100
James Davis.....	Summoned, January 13, 1905, Magistrate's Court, January 13, 1905.	Defendant discharged.	

Table VIII—Detailed Statement of Prosecutions

TOWN.	Defendant and Premises.	Offense.
III. CHILDREN—Continued.		
New York City...	Philip Gastman, 136 Bleecker st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Lucy Geraci, 332 E. 11th st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Lucy Geraci, 332 E. 11th st., Manhattan.	Employing child under 14 years of age...
New York City...	Samuel Gluck, 537-539 W. Broadway, Manhattan.	Employing child under 14 years of age.
New York City...	Samuel Gluck, 537-539 W. Broadway, Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Hyman Goldberg, 127-131 Hester st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Louis Goldie, 223 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (6 cases).
New York City...	Samuel Greenberg, 175 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Gabriel Helmes, 186 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Joseph Iva, 123 Mott st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Sidney M. Israel, 193 Center st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	James Jones, Jr., 62 Vesey st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	James Jones, Jr., 62 Vesey st., Manhattan.	Employing child under 16 years of age more than 9 hours per day, (2 cases).
New York City...	Charles Kaufman, 344 Bowery, Manhattan.	Employing children under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Lawrence Kelly, 526-542 W. 52 st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (4 cases).
New York City...	Lawrence Kelly, 526-542 W. 52 st., Manhattan.	Employing child under 16 years of age more than 9 hours per day, (4 cases).
New York City...	Michael Kress, 894 Metropolitan ave., Brooklyn.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Frank Levy, 125 Goerck st., rear, Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Luxenberg & Haskell, 177-9 Grand st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Nicholas Maccaroni, 404 E. 102 st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (6 cases).
New York City...	John Magler, 107 Skillman ave., Brooklyn.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Nicholas Maccaroni, 404 E. 102d st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (6 cases).
New York City...	Gartano Malito, 171-173 Sixth ave., Manhattan.	Employing child under 14 years of age.
New York City...	Chas. Metane, 207-9 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Jacob Meadow, 125 Greenst., Manhattan.	Employing child under 16 years of age without Board of Health certificate.

## for Violation of the Factory Law—Continued.

Inspector.	Court and Dates.	Result.	Penalty.
D. C. Sullivan.....	Warrant, March 2, 1905, Special Sessions, May 10, 1905.	Pleaded guilty. Fined in one case, sentence suspended in other.	Fined \$20.
W. W. Walling.....	Warrant January 24, 1905, Special Sessions April 7, 1905.	Convicted. Sentence suspended.	
W. W. Walling.....	Warrant, January 24, 1905, Special Sessions, April 7, 1905.	Convicted.....	Fined \$20.
Kate L. Kane.....	Warrant, February 22, 1905; special Sessions, April 26, 1905.	Convicted.....	Fined \$20.
Kate L. Kane.....	Warrant, March 14, 1905, Special Sessions, April 26, 1905.	Convicted. Sentence suspended.	
W. W. Walling.....	Warrant, March 2, 1905, special Sessions, April 11, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, January 12, 1905; Special Sessions, April 11, 1905.	Three cases dismissed. Two cases, convicted and sentence suspended and one case, convicted and fined.	Fined \$50.
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, March 1, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, April 4, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, March 2, 1905, City Magistrate's Court.	Defendant fled to Italy.	
Frank S. Nash.....	Warrant, April 6, 1905, Special Sessions, June 7, 1905.	Convicted.....	Fined \$50.
Joseph O'Rourke....	Warrant, March 6, 1905, Special Sessions, May 16, 1905.	Plead guilty. Fined in one case, sentence suspended in the other.	Fined \$20.
Joseph O'Rourke....	Warrant, March 6, 1905, Special Sessions, May 16, 1905.	Plead guilty. Fined in one case, sentence suspended in the other.	Fined \$20.
Rebecca B. Gourlie..	Warrant, April 12, 1905, Special Sessions, May 26, 1905.	Convicted in one case, other case dismissed.	Fined \$20.
W. W. Walling.....	Warrant, January 30, 1905, Special Sessions, March 8, 1905.	Plead guilty. Fined in one case, other cases sentence suspended.	Fined \$20.
W. W. Walling.....	Warrant, January 30, 1905, Special Sessions, March 8, 1905.	Pleaded guilty. Sentence suspended.	
Chas. Kinney.....	Warrant, February 8, 1905, Special Sessions, March 22, 1905.	Convicted.....	Fined \$20.
M. J. Flanagan.....	Warrant, June 21, 1905, Special Sessions, June 27, 1905.	Pleaded guilty.....	Fined \$20.
W. W. Walling.....	Warrant, March 17, 1905, Special Sessions, May 18, 1905.	Pleaded guilty.....	Fined \$20.
Rebecca B. Gourlie..	Warrant, February 27, 1905, Special Sessions, May 18, 1905.	Convicted and fined in two cases. In other cases sentence suspended. Bail of \$1000 forfeited for non-appearance. Case dismissed.	Fined \$40.
L. A. Havens.....	Summons, April 14, 1905, City Magistrate's Court, April 26, 1905.		
Rebecca B. Gourlie..	Warrant, February 27, 1905, Magistrate's Court, March 2, 1905.	Case dismissed by consent of Dist. Atty. Appleton.	
Kate L. Kane.....	Warrant March 3, 1905, Special Sessions, March 27, 1905.	Convicted.....	Fined \$20.
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, February 23, 1905.	Plead guilty. Fined in one case and case dismissed in the other.	Fined \$20.
W. W. Walling.....	Warrant, February 2, 1905, Special Sessions, February 17, 1905.	Sentence suspended.	

Table VIII—Detailed Statement of Prosecutions

TOWN.	Defendant and Premises.	Offense.
III. CHILDREN—Continued.		
New York City...	Max Meyer, 502 Broadway, Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Isidor Morris, 75 W. Houston st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Robert Papendall, 292a Howard ave., Brooklyn.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Herman Plantau, 518 W. 55th st., Manhattan.	Employing child under 14 years of age...
New York City...	Herman Plantau and Theodore Weilbacher, 518 W. 55th st., Manhattan.	Employing child under 16 years of age more than 9 hours per day, (3 cases).
New York City...	Joseph Poyet, 414-430 W. 38th st., Manhattan.	Employing child under 16 years of age more than 9 hours per day.
New York City...	William Reed, 122 W. 25th st., Manhattan.	Employing child under 16 years of age more than 9 hours per day.
New York City...	Harry Rosen, 175 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (2 cases).
New York City...	Louis Rosenthal, 118 Walker st., Manhattan.	Employing child under 16 years of age without Board of Health certificate, (3 cases).
New York City...	Wm. D. Savidge, 171-173 Sixth ave., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	John Selinger, 172 East Third st., Manhattan.	Employing child under 16 years of age without Board of Health certificate. (4 cases).
New York City...	John Selinger, 172 East Third st., Manhattan.	Employing child under 16 years of age more than 9 hours per day, (10 cases).
New York City...	Nicholas Simpson, 175 Wooster st., Manhattan.	Employing child under 16 years of age without Board of Health certificate.
New York City...	Rudolph Werner, 166 West End ave., Manhattan.	Employing child under 16 years of age without Board of Health certificate. (4 cases).
New York City...	Rudolph Werner, 166 West End ave., Manhattan.	Employing child under 16 years of age more than 9 hours a day, (4 cases).
New York City...	Oscar Wackerli, 207 Park Place, Astoria, Queens Borough.	Employing child under 16 years of age without Board of Health certificate.
Rochester .....	Herman Banderman, 63 Thomas st..	Employing child under 14 years of age...
Rochester .....	Abraham Green, 66 Herman st. ....	Employing child under 14 years of age..
Rochester .....	Alfred J. McGuire, 191 Mill st. ....	Employing child under 16 years of age without Board of Health certificate.
Rockville Center..	August G. Veith .....	Employing child under 16 years of age without Board of Health certificate.
St. Johnsville.....	Frank Gebbie and Mohun Condensed Milk Co.	Employing child under 16 years of age without Board of Health certificate.
Yonkers .....	Louis Weidman .....	Employing child under 16 years of age without Board of Health certificate, (11 cases)

## for Violation of the Factory Law—Continued.

Inspector.	Court and Dates.	Result.	Penalty.
W. W. Walling.....	Warrant, August 2, 1905, Magistrate's Court, August 10, 1905.	Discharged.	
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, April 26, 1905.	Discharged.	
D. S. Yard.....	Warrant, January 16, 1905, Special Sessions, March 8, 1905.	Dismissed.	
Lily F. Foster.....	Warrant, January 24, 1905, Special Sessions, February 8, 1905.	Convicted.....	Fined \$20 or five days in jail.
Lily F. Foster.....	Warrant, January 24, 1905, Special Sessions, February 8, 1905.	Convicted.....	Fined \$20 or five days in jail.
Lily F. Foster.....	Warrant, April 28, 1905, Special Sessions, June 5, 1905.	Convicted.....	Fined \$20.
Lily F. Foster.....	Summons, December 8, 1904, Special Sessions, December 28, 1904.	Convicted.....	Fined \$50 or 10 days.
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, January 24, 1905.	Pleaded guilty. In one case fined in the other sentence suspended.	Fined \$50.
Frank S. Nash.....	Warrant, March 3, 1905, Special Sessions, May 26, 1905.	Two cases dismissed, the other conviction and fine.	Fined \$20.
Kate L. Kane.....	Warrant, March 3, 1905, Special Sessions, April 26, 1905.	Convicted and sentence suspended.	
Chas. B. Ash.....	Warrant, February 23, 1905, Special Sessions, April 12, 1905.	Three cases dismissed. The other fined.	Fined \$20.
Chas. B. Ash.....	Warrant, February 23, 1905, Special Sessions, April 12, 1905.	Nine cases not held by city magistrate. One case convicted and sentence suspended.	
W. W. Walling.....	Warrant, January 16, 1905, Special Sessions, April 4, 1905.	Convicted and sentence suspended.	
Chas. B. Ash.....	Warrant, February 17, 1905, Special Sessions, April 17, 1905.	Convicted and fined in one case and sentence suspended in two. Fourth case dismissed by city magistrate.	Fined \$20.
Chas. B. Ash.....	Summoned, February 16, 1905, Special Sessions, April 17, 1905.	Convicted and fined in one case and sentence suspended in two. Fourth case dismissed by city magistrate.	Fined \$20.
L. A. Havens.....	Summoned, April 14, 1905, Magistrate's Court, April 26, 1905.	Case dismissed.	
Kate L. Kane.....	Warrant, August 1, 1905, Police Court, August 2, 1905.	Convicted.....	Fined \$20.
Kate L. Kane.....	Warrant, July 15, 1905, Police Court, July 17, 1905.	Convicted.....	Fined \$20 or 30 days.
Henry L. Schnur.....	Warrant, February 20, 1905, Police Court, March 23, 1905.	Convicted.....	Fined \$25.
L. A. Havens.....	Warrant, February 16, 1905, Police Court, February 21.	Dismissed.	
C. M. Lencels and Jos. O'Rourke.	Warrant, January 17, 1905, Case withdrawn before Grand Jury met.	Case withdrawn on advice of District Attorney.	
Chas. B. Ash.....	Summoned, July 11, 1905, Special Sessions, July 12, 1905.	Discharged.	

Table VIII—Detailed Statement of Prosecutions

TOWN.	Defendant and Premises.	Offense.
<b>IV. WOMEN AND MINORS.</b>		
Buffalo.....	Lawrence Maciejewski, 45 Wolts ave.	Employing minors after 9 p. m.....
Buffalo.....	Joseph Sandner, 391 Pratt st.....	Employing female after 9 p. m.....
<b>VII. BAKERIES.</b>		
New York City...	Ernest A. Fairbanks, 473 Columbus ave., Manhattan.	Employing bakers more than 60 hours per week.
New York City...	Ernest Gass, Atlantic ave. and Elm st., Richmond Hill, Queens borough.	Employing bakers more than 60 hours per week.
New York City...	Jos. Ira, 123 Mott st., Manhattan..	Failure to lime-wash walls and ceiling of bakery.
New York City...	Jos. Ira., 123 Mott st., Manhattan..	Sleeping in bakeroom.....
New York City...	John and Rosina Nocera, Orchard st., Corona, Borough of Queens.	Failure to plaster or wainscot side walls and lack of sink.
New York City...	Vincenzo Valendino and Carmella Pasquale, Jackson ave., Corona, Borough of Queens.	Failure to plaster or wainscot side walls, to whitewash sidewalls, and to paint woodwork.
Rochester.....	Paul Laborte, 169 Front st.....	Lack of wash room and wash sink.....
Rochester.....	Paul Laborte, 169 Front st.....	Failure to whitewash side walls and ceiling.
Rochester.....	Paul Laborte, 169 Front st.....	Sleeping place in bakery.....

## for Violation of the Factory Law—Concluded.

Inspector.	Court and Dates.	Result.	Penalty.
H. L. Schnur.....	Warrant, January 23, 1905, Police Court, January 25, 1905.	Convicted. Sen- tence suspended.	Fined \$25 or 10 days..
Henry L. Schhur.....	Warrant, January 23, 1905, Police Court, January 24, 1905.	Convicted and sen- tence suspended.	
Chas. B. Ash.....	Warrant, March 7, 1905, Magistrate's Court, March 7, 1905.	Discharged.	
L. A. Havens.....	Warrant, August 8, 1904, Special Sessions, November 29, 1904.	Convicted.....	
W. W. Walling.....	Warrant, March 2, 1905.....	Defendant fled.	
W. W. Walling.....	Warrant, March 2, 1905.....	Defendant fled.	
L. A. Havens.....	Warrant, March 10, 1905, Magistrate's Court, April 20, 1905.	Case dismissed on compliance with Department's orders.	
L. A. Havens.....	Warrant, March 10, 1905, Magistrate's Court, April 20, 1905.	Case dismissed on compliance with Department's orders.	
D. C. Sullivan.....	Warrant, August 9, 1905, Police Court, August 17, 1905.	Discharged.	
D. C. Sullivan.....	Warrant, August 9, 1905, Police Court, August 17, 1905.	Discharged.	
D. C. Sullivan.....	Warrant, August 9, 1905, Police Court, August 17, 1905.	Discharged.	



TABLE IX—NUMBER AND AGE OF PERSONS REPORTED INJURED  
IN FACTORIES AND QUARRIES.

(A) All Persons (Male and Female).

INDUSTRIES.	Under 15 years. of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not re- ported	Total
<b>I. Stone, Clay and Glass Products.</b>						
1. Stone:						
(a) Crushed stone.....			1	26		27
(b) Cut stone (for buildings, monu- ments, tombstones, etc.).....				30		30
2. Miscellaneous mineral products:						
(a) Asbestos, graphite, etc.....			2	29	2	33
(b) Abrasives—Emery, carborundum, sand paper, etc.....				12		12
3. Lime, cement and plaster:						
(a) Asphalt.....			1	39		40
(b) Cement and lime.....				87	1	88
(c) Plaster, wall and land.....			1	45		46
(f) Plaster casts and ornaments.....				1		1
4. Brick, tile and pottery:						
(a) Building brick.....				12	1	13
(b) Terra cotta and fire clay products				4		4
5. Glass:						
(a) Building glass.....				1	1	2
(c) Pressed, blown and cut glassware.				3		3
Total—Group I.....			5	289	5	299
<b>II. Metals, Machines and Conveyances.</b>						
1. Gold, silver and precious stones:						
(a) Silver and plated ware.....		1	3	21		25
(d) Gold and silver watch cases.....				1		1
2. Copper, lead, zinc, etc.:						
(a) Smelting and refining.....				3		3
(b) Copper work.....				5		5
(c) Brass and bronze castings.....				1		1
(d) Gas and electric fixtures.....			1	3		4
(e) Brass and bronze ware.....			2	41	1	44
(f) Sheet metal work.....	1	2	33	188		224
(g) Metal goods, not elsewhere speci- fied.....			17	27		44
3. Iron and steel products:						
(a) Ore crushing, etc.....				5		5
(b) Pig iron.....				61		61
(c) Rolling mills and steel work.....			5	143	5	153
(d) Bridge and structural iron.....				5		5
(g) Hardware.....			26	114		140
(h) Cutlery.....	1			14		15
(i) Tools and dies.....		1	6	48		55
(k) Fire arms.....			3	33		36
(m) Metal beds and bed-springs.....	1			16		17
(n) Wire.....			4	55		59
(p) Car wheels and railway equipment			7	90	1	98
(q) Architectural and ornamental ironwork.....				1		1
(r) Cooking and heating apparatus.....			1	61		62
(s) Typewriting and registering ma- chines.....			3	12	1	16
(t) Stationary engines, boilers, etc.....	2	1	11	151	1	166
(w) Machinery not otherwise classified	1	1	17	224	23	276
(v) Castings (iron foundry products).		1	11	153	2	167
4. Electrical apparatus:						
(a) Telegraph, telephone, fire alarm apparatus.....		1	9	133	3	146
(c) Dynamos, motors and electrical supplies.....			14	444	2	460
5. Vehicles:						
(a) Carriages, wagons and sleighs.....		1	3	25		29
(b) Blacksmithing and wheelwrighting				3		3
(c) Cycles.....				2		2
(d) Motor vehicles.....			3	62	2	67
(e) Cars.....			1	12		13
(f) Locomotives.....	1		9	451	3	464
(g) Railway repair shops.....			15	505	6	526
6. Boat and ship building.....			1	56	13	70
7. Agricultural implements.....		2	4	114		120

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905. II.229

Table IX—Number and Age of Persons Reported Injured—Continued.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not reported.	Total.
<b>II. Metals, Machines, Etc.—Continued.</b>						
8. Instruments and appliances:						
(a) Professional and scientific instruments.....				4		4
(b) Optical and photographic apparatus.....		1	3	27		31
(c) Lamps, reflectors, stereopicons, etc.....		1	12	97	1	111
(d) Clocks and time recorders.....				6		6
(e) Scales, meters, phonographs, etc.....				15		15
Total—Group II.....	7	14	224	3,468	64	3,777
<b>III. Wood Manufactures.</b>						
1. Saw mill products.....			1	28	2	31
2. Planing mill products:						
(a) House trim.....	1	3	27	227	2	260
(b) Packing boxes.....		1	1	17		19
(c) Cigar and fancy wood boxes.....				12		12
3. Cooperage.....		1	1	18	1	21
4. Wood, turned and carved:						
(a) Canes.....				2		2
(c) Wooden toys and novelties.....			2	11		13
(e) Other articles and appliances of wood.....	1	2	7	66		76
5. Furniture and cabinet work:						
(a) Furniture and upholstery.....		2	7	103	3	115
(b) Caskets.....				8		8
(c) Store, office and kitchen furniture.....		1	9	48	1	59
(d) Mirror and picture frames.....				3		3
(e) Other cabinet work.....				4		4
6. Pianos, organs, etc.....				25		25
7. Brooms, cork, etc.:						
(a) Pulp and fiber goods.....				1		1
(b) Mats and woven goods.....				1		1
(c) Brooms.....				4		4
(d) Articles of cork.....			1			1
(e) Pipes, tobacco.....				1		1
Total—Group III.....	2	10	56	579	9	56
<b>IV. Leather and Rubber Goods.</b>						
1. Leather.....	d.	1	2	41		44
2. Furs and fur goods.....				4		4
3. Leather goods:						
(a) Belting, washers, etc.....			2	17		19
(b) Saddlery and harness.....				1		1
(c) Traveling bags and trunks.....			2	2		4
(d) Boots and shoes.....		2	17	89	1	109
(e) Gloves and mittens.....				5		5
(f) Fancy leather goods.....				1		1
4. Rubber and gutta percha goods.....			2	19		21
5. Articles of pearl, horn, bone, hair, etc.:						
(a) Pearl buttons, handles, etc.....				1		1
(b) Articles of horn, bone, tortoise shell, etc.....		2	1	11		14
(c) Brushes.....				8		8
Total—Group IV.....		5	26	199	1	231
<b>V. Chemicals, Oils, Paints, Etc.</b>						
1. Drugs and chemicals:						
(a) Proprietary medicines.....		2				2
(b) Sodas and other alkalis.....				107	1	108
(d) Other chemicals and drugs.....			7	61		69
2. Paints, dyes and colors:						
(a) Paint, varnish, etc.....		1	1	22		24
(b) Dyes, colors and ink.....			5	12		17
(c) Lead pencils and crayons.....				1		1
3. Wood alcohol and essential oils.....				2		2
4. Animal oil products.....				1		1
5. Mineral oil products.....				1		1
6. Soap, perfumery and cosmetics.....				4		4

a Inclusive of one person not an employee. d Exclusive of boy, 9 years of age (not an employee).

Table IX—Number and Age of Persons Reported Injured, Etc.—Continued.

INDUSTRIES.	Under 15 years. of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not reported.	Total.
<b>V. Chemicals, Oils, Paints, Etc.—Con.</b>						
7. Miscellaneous chemical products:						
(b) Starch.....			2	7		9
(c) Glue, mucilage, etc.....				2		2
(d) Fertilisers.....			1	1		1
(e) Matches and explosives.....		1	5	22		28
<b>Total—Group V.....</b>		<b>4</b>	<b>20</b>	<b>243</b>	<b>2</b>	<b>269</b>
<b>VI. Paper and Pulp.</b>						
1. Rags and paper stock.....				1		1
2. Pulp and paper:						
(a) Pulp mills.....			1	29		30
(b) Pulp and paper mills.....			3	77	1	81
(c) Paper mills.....		1	16	476	4	497
<b>Total—Group VI.....</b>		<b>1</b>	<b>20</b>	<b>583</b>	<b>5</b>	<b>609</b>
<b>VII. Printing and Paper Goods.</b>						
2. Paper goods:						
(a) Paper boxes and tubes.....		1	17	65	4	87
(b) Paper bags and sacks.....				9		9
(c) Other paper goods.....		1	3	15		19
3. Printing and book making:						
(a) Printing and publishing.....	3	5	19	57	2	86
(b) Book binding.....			2	9		11
(c) Lithographing.....			7	16		23
(d) Games and novelties.....				1		1
4. Wall paper.....			3	6		9
<b>Total—Group VII.....</b>	<b>3</b>	<b>7</b>	<b>51</b>	<b>178</b>	<b>6</b>	<b>245</b>
<b>VIII. Textiles.</b>						
1. Silk and silk goods.....		1	1	9	1	12
2. Wool manufactures:						
(a) Carpets and rugs.....			23	166		189
(b) Felt goods.....			1	7		8
(c) Woolens and worsteds.....	4	4	23	114	1	146
3. Cotton goods.....	2	5	36	170	2	215
4. Hosiery and knit goods.....	1	5	34	145	1	186
5. Other textiles of silk, wool, cotton:						
(a) Dyeing, finishing, etc.....	1	1	7	38		47
(b) Upholstery goods.....			1	5		6
(c) Braids, embroideries and dress trimmings.....			1	3		4
6. Flax, hemp and jute manufactures.....	1	1	27	86	1	116
7. Oilcloth, window shades, etc.....			1	7		8
<b>Total—Group VIII.....</b>	<b>9</b>	<b>17</b>	<b>155</b>	<b>750</b>	<b>6</b>	<b>937</b>
<b>IX. Clothing, Millinery, Laundry, Etc.</b>						
1. (a) Tailoring.....			4	14	1	19
(b) Shirts.....		1	8	36	1	46
2. (a) Dress making.....			1	12		13
(b) Women's white goods.....				2		2
(d) Ladies' neckwear.....			1	5	1	7
3. Men's hats.....	1	1		7		9
5. Miscellaneous needle work:						
(a) Banners, flags, quilts, etc.....				1		1
(b) Awnings, tents, sails, etc.....			1	1		1
6. Laundering, custom dyeing, etc.:						
(a) Laundries (non-Chinese).....	1	2	3	23	2	31
<b>Total—Group IX.....</b>	<b>2</b>	<b>4</b>	<b>17</b>	<b>101</b>	<b>5</b>	<b>129</b>
<b>X. Food, Tobacco and Liquors.</b>						
1. (a) Grain handling.....				21		21
(b) Sugar and molasses refining.....			1	25	3	29
(c) Fruits and vegetables, canning and preserving.....			1	28	2	31
(d) Coffee and spice roasting and grinding.....				6		6
(e) Groceries not otherwise specified..			1	15	1	17
2. Provisions.....			1	27	2	30

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Table IX—Number and Age of Persons Reported Injured, Etc.—Concluded.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not reported.	Total.
<b>X. Food, Tobacco and Liquors—Continued.</b>						
3. Dairy products.....				13	1	14
4. Bakery products, confectionery, etc.:						
(a) Macaroni and other food pastes.....	b1		2	1		4
(c) Bread and other bakery products.....			3	6	1	10
(d) Confectionery and ice cream.....			3	32	1	36
5. Beverages:						
(a) Artificial ice.....				1		1
(b) Cider, grape juice, etc.....				4		4
(c) Mineral and soda water.....				1		1
(d) Malt.....				2		2
(e) Malt liquors.....		1		6		7
(f) Vinous and distilled liquors.....				2		2
(g) Bottling.....				3		3
6. Tobacco products:						
(a) Tobacco and snuff.....				2		2
(b) Cigars.....			2	6		8
Total—Group X.....	1	1	14	201	11	228
<b>XI. Water, Light and Power.</b>						
1. Water.....				10		10
2. Gas.....				38	1	39
4. Electric light and power.....			1	104	4	109
5. Steam heat and power.....				7		7
6. Garbage disposal, etc.....				1		1
Total—Group XI.....			1	160	5	166
<b>XII. Building Industry.</b>						
Unclassified.....				4		4
(a) Carpenter shops.....	c			5	1	6
(b) Paint shops.....			1	1		2
(c) Plumbers' shops.....				1		1
Total—Group XII.....			1	11	1	13
<b>XIII. Warehousing.....</b>				3	1	4
GRAND TOTAL.....	24	63	560	6,765	121	7,563

b Not an employee (5 years of age).

c A boy (not an employee) 10 years of age also injured.

Table IX—Number and Age of Persons Reported Injured, Etc.—Continued.  
(B) Women and Girls.

INDUSTRIES.	Under 15 years. of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not re- ported.	Total.
I. Stone, Clay and Glass Products.						
2. Miscellaneous mineral products:						
(a) Asbestos, graphite, etc.				1		1
II. Metals, Machinery and Ship Building.						
1. Gold, silver and precious stones.			2	3		5
(a) Silver and plated ware.						
2. Copper, lead, zinc, etc.:				3		3
(b) Copper work.				1		1
(d) Gas and electric fixtures.			1	3		4
(e) Brass and bronze ware.			4	14		18
(f) Sheet metal work.						
(g) Metal goods, not elsewhere specified.			7	6		13
3. Iron and steel products:			2	2		4
(g) Hardware.				2		2
(k) Firearms.				1		1
(m) Metal beds and bed springs.				2		2
(n) Wire.				1		1
(q) Architectural and ornamental iron work.				1		1
(t) Stationary engines, boilers, etc.				1		1
(u) Machinery, not otherwise classified.			1	2		3
(v) Castings (iron foundry products).			1	2		3
4. Electrical apparatus:						
(a) Telegraph, telephone, fire alarm apparatus.				13		13
(c) Dynamos, motors and electrical supplies.			2	7		9
8. Instruments and appliances:						
(c) Lamps, reflectors, stereopticons, etc.				1		1
Total—Group II.			20	64		84
III. Wood Manufactures.						
2. Planning mill products:				1		1
(b) Packing boxes.						
4. Wood turned and carved:				1		1
(c) Wooden toys and novelties.						
(e) Other articles and appliances of wood.			1			1
5. Furniture and cabinet work:			2	5		7
(c) Store, office and kitchen furniture.						
7. Brooms, oork:				1		1
(c) Brooms.			1			1
(d) Articles of oork.						
Total—Group III.			4	8		12
IV. Leather and Rubber Goods.						
3. Leather goods:				1		1
(c) Traveling bags and trunks.			2	5		7
(d) Boots and shoes.						
5. Articles of pearl, horn, bone, hair, etc.:						
(b) Articles of horn, bone, tortoise shell, etc.			1			1
Total—Group IV.			3	6		9
V. Chemicals, Oils, Paints, Etc.						
1. Drugs and medicines:			2	2		4
(d) Other chemicals and drugs.						
2. Paints, dyes and colors:				1		1
(a) Paints, varnish, etc.			1	2		3
(b) Dyes, colors and ink.				1		1
(c) Lead pencils and crayons.						
Total—Group V.			3	6		9

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Table IX—Number and Age of Women Reported Injured, Etc.—Concluded.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not reported.	Total.
<b>VI. Paper and Pulp.</b>						
2. Pulp and paper:						
(b) Pulp and paper mills.....			2	2		4
(c) Paper mills.....				4		4
Total—Group VI.....			2	6		8
<b>VII. Printing and Paper Goods.</b>						
2. Paper goods:						
(a) Paper boxes and tubes.....			6	21	2	29
(b) Paper bags and sacks.....				2		2
(c) Other paper goods.....			1	5		6
3. Printing and book making:						
(a) Printing and publishing.....			3	9		12
(b) Book binding.....				2		2
(c) Lithographing.....			3	4		7
Total—Group VII.....			13	43	2	58
<b>VIII. Textiles.</b>						
1. Silk and silk goods.....			1	2		3
2. Wool manufactures:						
(a) Carpets and rugs.....			14	53		67
(c) Woolens and worsted goods.....	1	2	6	19		28
3. Cotton goods.....		1	10	31		42
4. Hosiery and knit goods.....		2	9	13		24
5. Other textiles of silk, wool, cotton:						
(a) Dyeing, finishing, etc.....			1	1		2
6. Flax, hemp and jute manufactures.....	1	1	17	32	1	52
Total—Group VIII.....	2	6	58	151	1	218
<b>IX. Clothing, Millinery, Laundry, Etc.</b>						
1. (a) Tailoring.....				2	1	3
(b) Shirts.....			1	13	1	15
2. (a) Dressmaking.....				10		10
(d) Ladies' neckwear.....			1	3	1	5
5. Miscellaneous needle work:						
(b) Awnings, tents, sails, etc.....				1		1
6. Laundering, custom dyeing, etc.:						
(al) Laundries (non-Chinese).....		1	1	14	1	17
Total—Group IX.....		1	3	43	4	51
<b>X. Food, Tobacco and Liquors.</b>						
1. (a) Grain handling.....				1		1
(c) Fruits and vegetables, canning and preserving.....				9		9
(e) Groceries, not otherwise specified.....			1			1
4. Bakery products, confectionery, etc.:						
(a) Macaroni and other food pastes.....			1			1
(c) Bread and other bakery products.....			1			1
(d) Confectionery and ice cream.....				2		2
6. Tobacco products:						
(a) Tobacco and snuff.....				1		1
(b) Cigars.....			2	5		7
Total—Group X.....			5	18		23
<b>XII. Building Industry.....</b>						
				1		1
<b>GRAND TOTAL.....</b>	<b>2</b>	<b>7</b>	<b>111</b>	<b>347</b>	<b>7</b>	<b>474</b>

TABLE X—NATURE AND EXT

INDUSTRIES.	TEMPORARY DISABLEMENT.					
	Lacerations.	Burns.	Cuts.	Bruises.	Sprains and dislocations.	Fractures.
<b>I. Stone and Clay Products.</b>						
1. Stone:						
(a) Crushed stone.....	10	1	2	1		2
(b) Cut stone (for buildings, monuments, tombstones, etc.).....	10		3	1	1	8
2. Miscellaneous mineral products:						
(a) Asbestos, graphite, etc.....	10		7	4	4	4
(b) Abrasives, emery, carborundum, sand paper, etc.....		1		2	1	2
3. Lime, cement and plaster:						
(a) Asphalt.....	4	9	8	10	2	1
(b) Cement and lime.....	16	4	14	13	4	9
(c) Plaster, wall and land.....	10	3	3	3	5	7
(f) Plaster casts and ornaments.....						
4. Brick, tile and pottery:						
(a) Building brick.....						6
(b) Terra cotta and fire-clay products.....	1			1		1
5. Glass:						
(a) Building glass.....	1					1
(c) Pressed, blown and cut glass.....				2		
Total—Group I.....	62	18	37	37	17	41.
<b>II. Metals, Machinery and Conveyances.</b>						
1. Gold, silver and precious stones:						
(a) Silver and plated ware.....	6	1	7	2	1	1
(d) Gold and silver watch cases.....						
2. Copper, lead, zinc, etc:						
(a) Smelting and refining.....		2				
(b) Copper work.....			1			1
(c) Brass and bronze castings.....				1		
(d) Gas and electric fixtures.....			1			
(e) Brass and bronze ware.....	8	2	14	6	1	4
(f) Sheet metal work.....	50	7	56	17	6	9
(g) Metal goods, not elsewhere specified.....	9	4	7	12		1
3. Iron and steel products:						
(a) Ore crushing, etc.....			1			1
(b) Pig iron.....	7	15	13	13		5
(c) Rolling mills and steel work.....	21	31	31	24	5	10
(d) Bridge and structural iron.....	2			1		
(e) Hardware.....	20	8	32	17	6	4
(h) Cutlery.....	3	1	5	1		1
(i) Tools and dies.....	12	2	15	3	3	4
(k) Fire arms.....	5	3	15	1	1	4
(m) Metal beds and bed springs.....	2		1		3	4
(n) Wire.....	9		26	11	2	2
(p) Car wheels and railway equipment.....	17	6	18	17	6	4
(q) Architectural and ornamental iron.....	7	3	3	2	2	3
(r) Cooking and heating apparatus.....	8	17	4	9	1	6
(s) Typewriting and registering machines.....	6	1	3	2		3
(t) Stationary engines, boilers, etc.....	44	6	25	29	7	13
(u) Machinery, not otherwise specified.....	54	19	48	44	18	20
(v) Castings (iron foundry products).....	27	38	23	21	7	12
4. Electrical apparatus:						
(a) Telegraph, telephone, fire alarm apparatus.....	28	16	48	6	4	5
(c) Dynamos, motors and electrical supplies.....	69	60	95	81	12	23
5. Vehicles:						
(a) Carriages, wagons and sleighs.....	1	1	6	2	1	
(b) Blacksmithing and wheelwrighting.....	1					
(c) Cycles.....	1					
(d) Motor vehicles.....	13	3	24	6	5	1
(e) Cars.....	2		3	2	1	1
(f) Locomotives.....	84	17	98	111	13	22
(g) Railway repair shops.....	94	30	99	109	38	37
6. Boat and ship building.....	17	4	14	6	3	12
Agricultural implements.....	31	10	18	19	2	6

## ENT OF INJURIES SUSTAINED.

		PERMANENT DISABLEMENT.								
Others.	Total.	LOSS OF ONE OR BOTH—			Other.	Internal injury.	Total.	Death.	Not reported.	Grand total.
		Eyes.	Limbs.	Hands or feet.						
.....	16	1	.....	1	4	3	9	2	.....	27
1	24	.....	2	.....	1	.....	3	3	.....	30
1	30	.....	.....	.....	3	.....	3	.....	.....	33
.....	6	.....	2	.....	2	.....	4	2	.....	12
3	37	.....	.....	.....	2	.....	2	1	.....	4
7	67	1	1	2	8	6	18	3	.....	88
3	34	1	.....	.....	7	.....	8	4	.....	46
.....	.....	.....	.....	.....	.....	1	1	.....	.....	1
.....	6	.....	.....	.....	4	1	5	2	.....	13
.....	3	.....	.....	.....	1	.....	1	.....	.....	4
.....	2	.....	.....	.....	.....	.....	.....	.....	.....	2
1	3	.....	.....	.....	.....	.....	.....	.....	.....	3
16	228	3	5	3	32	11	54	17	.....	299
2	20	.....	.....	.....	5	.....	5	.....	.....	25
.....	.....	.....	.....	.....	1	.....	1	.....	.....	1
.....	2	.....	.....	1	.....	.....	1	.....	.....	3
.....	2	.....	.....	.....	3	.....	3	.....	.....	5
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	4
.....	35	.....	.....	.....	3	.....	3	.....	.....	44
13	158	.....	1	2	9	.....	9	.....	.....	224
2	35	.....	.....	.....	6	1	65	1	.....	4
.....	.....	.....	.....	.....	9	.....	9	.....	.....	.....
.....	2	.....	.....	.....	.....	1	1	2	.....	5
2	55	1	1	.....	4	.....	6	.....	.....	61
4	126	2	4	2	11	1	20	7	.....	153
1	4	.....	.....	.....	.....	.....	.....	.....	.....	5
31	118	.....	.....	1	20	.....	21	1	.....	140
.....	11	.....	.....	.....	4	.....	4	.....	.....	15
2	41	.....	.....	.....	13	1	14	.....	.....	55
3	32	.....	.....	.....	4	.....	4	.....	.....	36
3	13	1	.....	1	2	.....	4	.....	.....	17
3	53	.....	.....	.....	5	.....	5	1	.....	59
8	76	3	.....	.....	17	1	21	1	.....	98
2	22	.....	.....	.....	6	.....	6	.....	.....	28
.....	45	1	.....	1	14	.....	16	1	.....	62
.....	15	.....	.....	.....	1	.....	1	.....	.....	16
13	137	.....	1	.....	24	2	27	2	.....	166
5	208	2	.....	1	57	4	64	4	.....	276
7	135	1	1	2	26	.....	30	1	1	167
9	116	.....	.....	1	28	.....	29	.....	1	146
34	374	2	.....	1	74	3	80	6	.....	460
2	13	.....	.....	.....	13	1	14	1	1	29
1	2	.....	.....	.....	1	.....	1	.....	.....	3
.....	1	.....	.....	.....	1	.....	1	.....	.....	2
4	56	.....	.....	.....	10	.....	10	1	.....	67
1	10	.....	.....	.....	3	.....	3	.....	.....	13
38	383	2	.....	1	71	2	76	4	1	464
24	431	3	1	1	74	7	86	8	1	526
5	61	.....	.....	.....	7	1	8	.....	.....	70
3	89	.....	.....	1	26	1	28	2	1	120



Table X—Nature and Extent of

INDUSTRIES.	TEMPORARY DISABLEMENT.					
	Lacerations.	Burns.	Cuts.	Bruises.	Sprains and dislocations.	Fractures.
<b>II. Metals, Machinery and Conveyances—Continued.</b>						
8. Instruments and appliances:						
(a) Professional and scientific instruments.....	1					
(b) Optical and photographic apparatus.....	8		11	2	1	
(c) Lamps, reflectors, stereopticons, etc.....	22	4	21	11	5	3
(d) Clocks and time recorders.....	2		1			1
(e) Scales, meters, phonographs, etc.....	3	1	5	1	1	
<b>Total—Group II.....</b>	<b>694</b>	<b>312</b>	<b>792</b>	<b>589</b>	<b>155</b>	<b>223</b>
<b>III. Wood Manufactures.</b>						
1. Saw mill products.....	10		3	2		1
2. Planing mill products:						
(a) House trim.....	58	8	45	17	4	13
(b) Packing boxes.....	4		2			2
(c) Cigar and fancy wood boxes.....	4		2			
3. Cooperage.....	3		5	4		1
4. Wood, turned and carved:						
(a) Canes.....	1					
(c) Wooden toys and novelties.....	3			1		1
(e) Other articles and appliances of wood.....	17	2	20	3		1
5. Furniture and cabinet work:						
(a) Furniture and upholstery.....	26		21	2		6
(b) Caskets.....	1		1			2
(c) Store, office and kitchen furniture.....	9		20	5	1	2
(d) Mirror and picture frames.....	1		2			
(e) Other cabinet work.....	1		1			
6. Pianos, organs, etc.....	3		5	2		1
7. Brooms, cork, etc.:						
(a) Pulp and fiber goods.....						
(b) Mats and woven goods.....						
(c) Brooms.....	1		2			
(d) Articles of cork.....						
(e) Pipes, tobacco.....			1			
<b>Total—Group III.....</b>	<b>142</b>	<b>11</b>	<b>131</b>	<b>36</b>	<b>5</b>	<b>30</b>
<b>IV. Leather and Rubber Goods.</b>						
1. Leather.....	4	5	7	10	1	5
2. Furs and fur goods.....	2				1	
3. Leather goods:						
(a) Belting, washers, etc.....	9		4			2
(b) Saddlery and harness.....	1					
(c) Traveling bags and trunks.....	2		1			
(d) Boots and shoes.....	26	1	33	16	1	3
(e) Gloves and mittens.....	3					
(f) Fancy leather goods.....						
4. Rubber and gutta percha goods.....	6	1	2	6	1	2
5. Articles of pearl, horn, bone, hair, etc.:						
(a) Pearl buttons, handles, etc.....			1			
(b) Articles of horn, bone, tortoise shell, etc.....	6	1	3	1		
(c) Brushes.....	3		2			
<b>Total—Group IV.....</b>	<b>62</b>	<b>8</b>	<b>58</b>	<b>33</b>	<b>4</b>	<b>12</b>
<b>V. Chemicals, Oils, Paints, Etc.</b>						
1. Drugs and chemicals:						
(a) Proprietary medicines.....	1					
(b) Sodas and other alkalis.....	15	30	17	16	2	7
(d) Other chemicals and drugs.....	7	14	5	19	5	5
2. Paints, dyes and colors:						
(a) Paint, varnish, etc.....	3	1	4	6	1	4
(b) Dyes, colors and ink.....	2	1	5	3		
(c) Lead pencils and crayons.....						
3. Wood alcohol and essential oils.....						1
4. Animal oil products.....						
5. Mineral oil products.....				1		

\* Including one not an employee.   b Exclusive

## Injuries Sustained—Continued.

PERMANENT DISABLEMENT.										
Others.	Total.	LOSS OF ONE OR BOTH—			Other.	Internal injury.	Total.	Death.	Not reported.	Grand total.
		Eyes.	Limbs.	Hands or feet.						
.....	1	.....	.....	.....	3	.....	3	.....	.....	4
.....	22	.....	.....	.....	9	.....	9	.....	.....	31
5	71	.....	.....	.....	38	1	39	1	.....	111
1	5	.....	.....	.....	1	.....	1	.....	.....	6
1	12	.....	.....	.....	3	.....	3	.....	.....	18
229	2,994	18	9	16	661	27	731	45	7	3,777
.....	16	.....	1	.....	10	.....	11	4	.....	31
10	155	.....	5	3	95	.....	103	*2	.....	260
.....	8	.....	.....	.....	10	.....	10	1	.....	19
.....	6	.....	.....	.....	6	.....	6	.....	.....	12
.....	13	.....	.....	.....	6	.....	6	1	1	21
1	2	.....	.....	.....	.....	.....	.....	.....	.....	2
.....	7	.....	.....	1	5	.....	6	.....	.....	13
4	47	.....	.....	.....	26	.....	26	8	.....	76
5	60	.....	.....	1	52	.....	53	*2	.....	115
.....	4	.....	.....	.....	3	.....	3	1	.....	8
2	39	.....	.....	.....	19	1	20	.....	.....	59
.....	3	.....	.....	.....	1	.....	2	.....	.....	3
.....	2	.....	.....	1	1	.....	2	.....	.....	4
2	13	.....	.....	.....	11	.....	11	1	.....	25
.....	.....	.....	.....	.....	1	.....	1	.....	.....	1
.....	3	.....	.....	.....	1	.....	1	1	.....	4
.....	1	.....	.....	.....	1	.....	1	.....	.....	1
24	379	.....	6	6	247	1	260	16	1	656
.....	32	.....	1	.....	8	.....	9	63	.....	44
.....	3	.....	.....	.....	.....	.....	.....	1	.....	4
.....	15	.....	.....	.....	4	.....	4	.....	.....	19
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	3	.....	.....	.....	1	.....	1	.....	.....	4
1	86	.....	.....	.....	23	.....	23	.....	.....	109
.....	3	.....	.....	.....	2	.....	2	.....	.....	5
.....	1	.....	.....	.....	1	.....	1	.....	.....	1
.....	18	.....	.....	.....	1	1	2	1	.....	21
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	11	.....	1	.....	2	.....	3	.....	.....	14
1	6	.....	.....	.....	2	.....	2	.....	.....	8
2	179	.....	2	.....	44	1	47	5	.....	231
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	2
4	91	.....	1	.....	12	.....	13	4	.....	108
4	59	.....	1	.....	5	1	7	3	.....	69
2	21	.....	.....	.....	.....	2	2	.....	1	24
1	12	.....	.....	.....	1	1	3	2	.....	17
.....	1	.....	.....	.....	1	.....	1	.....	.....	1
.....	1	.....	.....	.....	1	.....	1	.....	.....	2
.....	1	.....	.....	.....	1	.....	1	.....	.....	1

of boy nine years of age (not an employee).

Table X—Nature and Extent of

INDUSTRIES.	TEMPORARY DISABLEMENT.					
	Lacerations.	Burns.	Cuts.	Bruises.	Sprains and dislocations.	Fractures.
<b>V. Chemicals, Oils, Paints, Etc.—Continued.</b>						
6. Soap, perfumery and cosmetics.....						
7. Miscellaneous chemical products:						
(b) Starch.....	4			1	1	1
(c) Glue, mucilage, etc.....		1				1
(d) Fertilisers.....						
(e) Matches and explosives.....	7	2	5	2		1
Total—Group V.....	39	49	36	48	9	19
<b>VI. Paper and Pulp.</b>						
1. Rags and paper stock.....						
2. Pulp and paper:						
(a) Pulp mills.....	5	2	3	5	3	3
(b) Pulp and paper mills.....	32	4	3	9	6	5
(c) Paper mills.....	104	22	82	89	54	44
Total—Group VI.....	141	28	88	103	63	52
<b>VII. Printing and Paper Goods.</b>						
2. Paper goods:						
(a) Paper boxes and tubes.....	36		6	7		4
(b) Paper bags and sacks.....	1	3			1	1
(c) Other paper goods.....	11		2			2
3. Printing and book making:						
(a) Printing and publishing.....	30	1	5	13	3	5
(b) Book binding.....	4		3			1
(c) Lithographing.....	11		2	3		2
(d) Games and novelties.....				1		
4. Wall paper.....	3				1	
Total—Group VII.....	96	4	19	24	5	15
<b>VIII. Textiles.</b>						
1. Silk and silk goods.....	3		2	1	1	1
2. Wool manufactures:						
(a) Carpets and rugs.....	24	1	75	46	8	3
(b) Felt goods.....	3		1	1	1	1
(c) Woolens and worsteds.....	37	6	33	18	1	7
3. Cotton goods.....	53	9	57	29	5	6
4. Hosiery and knit goods.....	62	7	31	7	6	7
5. Other textiles of silk, wool, cotton:						
(a) Dyeing, finishing.....	11	2	4	8	8	2
(b) Upholstery goods.....			1	1	1	
(c) Braids, embroideries and dress trimmings.....	1	1				1
6. Flax, hemp and jute manufactures.....	33	2	25	11	7	7
7. Oilcloth, window shades, etc.....	3	1	1			1
Total—Group VIII.....	230	29	230	122	38	36
<b>IX. Clothing, Millinery, Laundry, Etc.</b>						
1. (a) Tailoring.....	8		1	2	1	1
(b) Shirts.....	9	2	9	4	3	3
2. (a) Dressmaking.....	2			5	1	1
(b) Women's white goods.....						1
(d) Ladies neckwear.....	4	2				
3. Men's hats.....	1		2	1		1
5. Miscellaneous needle work:						
(a) Banners, flags, quilts, etc.....			1			
(b) Awnings, tents, sails, etc.....	1					
6. Laundering, custom dyeing, etc:						
(a 1) Laundries (non-Chinese).....	6	4	1	6	1	1
Total—Group IX.....	31	8	14	18	6	8

## Injuries Sustained—Continued.

PERMANENT DISABLEMENT.										
. Others.	Total.	LOSS OF ONE OR BOTH—			Other.	Internal injury.	Total.	Death.	Not reported.	Grand total.
		Eyes.	Limbs.	Hands or feet.						
					3	3	1			4
1	7				1	1	2			9
	2							1		2
1	18				4	4	6			1
										28
13	213		2		30	5	37	18	1	269
								1		1
	21			1	6	7	2			30
2	61				13	1	14	4	2	81
15	410	1	1	5	63	4	74	12	1	497
17	492	1	1	6	82	5	95	19	3	609
	53			1	31	1	33	1		87
1	8				1		1			9
	15				4		4			19
3	60			2	22	1	25	1		86
1	9				2		2			11
2	20				3		3			23
	1									1
1	5				4		4			9
8	171			3	67	2	72	2		245
	8				1	2	3	1		12
18	175				14		14			189
	7				1		1			8
10	112			1	29	1	31	3		146
12	171	2		1	37	1	41	2	1	215
10	130		2	1	49	1	53	3		186
4	39				6	2	8			47
1	4				2		2			6
	3				1		1			4
4	89			2	24		26	1		116
	6				2		2			8
59	744	2	2	5	166	7	182	10	1	937
	13	2			2		4	2		19
3	33				8	1	9	2	2	46
	9								4	13
1	2									2
1	7									7
1	6				2		2	1		9
	1									1
	1									1
2	21		2	1	7		10			31
8	93	2	2	1	19	1	25	5	6	129

Table X—Nature and Extent of

INDUSTRIES.	TEMPORARY DISABLEMENT.					
	Lacerations.	Burns.	Cuts.	Bruises.	Sprains and dislocations.	Fractures.
<b>X. Food, Tobacco and Liquors.</b>						
1. (a) Grain handling.....	3		2	1	2	3
(b) Sugar and molasses refining.....	1	4	2	9	5	
(c) Fruits and vegetables, canning and preserving.....	5	2	3	3	2	3
(d) Coffee and spice roasting and grinding.....	2	1				
(e) Groceries not otherwise specified.....	4	5	1	1	1	3
2. Provisions.....	7	2	10	2	1	1
3. Dairy products.....	3		3		1	1
4. Bakery products, confectionery, etc.:						
(a) Macaroni and other food pastes.....					1	
(c) Bread and other bakery products.....	2		1	1	1	1
(d) Confectionery and ice cream.....	10	3	7	2	2	
5. Beverages:						
(a) Artificial ice.....						
(b) Cider, grape juice, etc.....		1		1		
(c) Mineral and soda water.....						1
(d) Malt.....						1
(e) Malt liquors.....				2	1	
(f) Vinous and distilled liquors.....						1
(g) Bottling.....			2			
6. Tobacco products:						
(a) Tobacco and snuff.....						
(b) Cigars.....			1		4	
Total—Group X.....	37	18	32	22	21	14
<b>XI. Water, Light and Power.</b>						
1. Water.....	1	8				
2. Gas.....	1	11	5	9	3	2
4. Electric light and power.....	34	14	9	12	10	7
5. Steam heat and power.....			1			1
6. Garbage disposal, etc.....						
Total—Group XI.....	36	33	15	21	13	10
<b>XII. Building Industry.</b>						
Unclassified.....				1		1
a. Carpenter shop.....						
b. Paint shops.....			2			
c. Plumber's shops.....						1
Total—Group XII.....			2	1		2
<b>XIII. Warehousing.</b>						
Grand total.....	1,570	518	1,454	1,055	336	462

\* Including one not an employee. a. Including boy 5 years of age.

## Injuries Sustained—Concluded.

		PERMANENT DISABLEMENT.								
Others.	Total.	LOSS OF ONE OR BOTH—			Other.	Internal injury.	Total.	Death.	Not reported.	Grand total.
		Eyes.	Limbs.	Hands or feet.						
1	12			2	4	6	3		21	
	21				4	4	4		29	
1	19				10	10	2		31	
	3				2	2	1		6	
	15				1	1	1		17	
2	25		1		3	4	1		30	
	8				5	5		1	14	
	1		al		2	3			4	
	6			1	3	4			10	
3	27				9	9			36	
					1	1			1	
1	3				1	1			4	
					1	1			1	
	1				1	1			2	
	3				1	1	3		7	
	1				1	1			2	
	2	1				1			3	
					1	1			2	
3	8					1	1		2	
									8	
11	155	1	2	3	49	55	17	1	228	
	9						1		10	
4	35				3	3	1		39	
13	99				5	5	5		109	
	2		1			1	2	3	7	
					1	1			1	
17	145		1		9	11	10		166	
	2				1	1	1		4	
	2				25	5	1		6	
	1								2	
									1	
	5				6	6	2		13	
	1				1	1	1		4	
404	5,799	27	32	43	1,413	62	1,577	167	20	7,563

c. Including boy 10 years of age; loss of thumb and three fingers.

TABLE XI—NUMBER, AGE AND SEX OF PERSONS PERMANENTLY DISABLED IN FACTORIES AND QUARRIES.

INDUSTRIES.	MALES.					FEMALES.		Grand total.
	Under 16 years.	16 and under 18.	18 years and over.	Age not stated.	Total.	Under 16 years.	16 years and over.	
<b>I. Stone, Clay and Glue Products.</b>								
1. Stone:								
(a) Crushed stone.....			9		9			9
(b) Cut stone (for buildings, monuments and tombstones).....			3		3			3
2. Miscellaneous mineral products:								
(a) Asbestos, graphite, etc.....			2	1	3			3
(b) Abrasives—emery, carborundum, sand paper, etc.....			4		4			4
3. Lime, cement and plaster:								
(a) Asphalt.....			2		2			2
(b) Cement and lime.....			18		18			18
(c) Plaster, wall and land.....			8		8			8
(f) Plaster casts and ornaments.....			1		1			1
4. Brick, tile and pottery:								
(a) Building brick.....			5		5			5
(b) Terra cotta and fire clay products.....			1		1			1
Total—Group I.....			53	1	54			54
<b>II. Metals, Machinery and Conveyances.</b>								
1. Gold, silver and precious stones:								
(a) Silver and plated ware.....	1		3		4	1		5
(d) Gold and silver watch cases.....			1		1			1
*2. Copper, lead, zinc, etc.:								
(a) Smelting and refining.....			1		1			1
(b) Copper work.....						3		3
(d) Gas and electric fixtures.....			2		2	1		3
(e) Brass and bronze ware.....			8		8	1		9
(f) Sheet metal work.....	10		47		57	8		65
(g) Metal goods, not elsewhere specified.....		1	4		5		4	9
3. Iron and steel products:								
(a) Ore crushing, etc.....			1		1			1
(b) Pig iron.....			6		6			6
(c) Rolling mills and steel works.....		1	19		20			20
(g) Hardware.....		3	17		20	1		21
(h) Cutlery.....			4		4			4
(i) Tools and dies.....			14		14			14
(k) Fire arms.....			4		4			4
(m) Metal beds and bed springs.....			4		4			4
(n) Wire.....			5		5			5
(p) Car wheels and railway equipment.....		2	19		21			21
(q) Architectural and ornamental iron work.....			6		6			6
(r) Cooking and heating apparatus.....			16		16			16
(s) Typewriting and registering machines.....			1		1			1
(t) Stationary engines, boilers, etc.....	1		26		27			27
(u) Machinery not otherwise classified.....		3	58	3	64			64
(v) Castings (iron foundry products).....			29		29	1		30
4. Electrical apparatus:								
(a) Telegraph, telephone, fire alarm apparatus.....			28		28		1	29
(c) Dynamos, motors, etc.....		3	76		79	1		80
5. Vehicles:								
(a) Carriages, wagons and sleighs.....			14		14			14
(b) Blacksmithing and wheelwrighting.....			1		1			1
(c) Cycles.....			1		1			1
(d) Motor vehicles.....		1	9		10			10
(e) Cars.....			3		3			3
(f) Locomotives.....			76		76			76
(g) Railway repair shops.....			86		86			86
6. Boat and ship building.....			8		8			8

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Table XI—Number, Age and Sex of Persons Permanently Disabled in  
Factories and Quarries—Continued.

INDUSTRIES.	MALES.					FEMALES.		Grand total.
	Under 16 years.	16 and under 18.	18 years and over.	Age not stated.	Total.	Under 16 years.	16 years and over.	
<b>II. Metals, Machinery and Conveyances—Continued.</b>								
7. Agricultural implements.....			28		28			28
8. Instruments and appliances:								
(a) Professional and scientific instruments.....			3		3			3
(b) Optical and photographic apparatus.....			9					9
(c) Lamps, reflectors, stereopticons, etc.....		4	34		38		1	39
(d) Clocks and time recorders.....			3		3			3
(e) Scales, meters phonographs, etc.....								
Total—Group II.....	2	28	675	3	708		23	731
<b>III. Wood Manufactures.</b>								
1. Saw mill products.....			11		11			11
2. Planing mill products:								
(a) House trim.....		5	98		103			103
(b) Packing boxes.....	1		7	1	9		1	10
(c) Cigar and fancy wood boxes.....			6		6			6
3. Cooperage.....			6		6			6
4. Wood, turned and carved:								
(a) Wooden toys and novelties.....		1	5		6			6
(e) Other articles and appliances of wood.....	1	2	23		26			26
5. Furniture and cabinet work:								
(a) Furniture and upholstery.....			52	1	53			53
(b) Caskets.....			3		3			3
(c) Store, office and kitchen furniture.....	1	2	15		18		2	20
(e) Other cabinet work.....			2		2			2
6. Pianos, organs, etc.....			11		11			11
7. Brooms, cork, etc.:								
(a) Pulp and fiber goods.....			1		1			1
(c) Brooms.....			1		1			1
(d) Articles of cork.....							1	1
Total—Group III.....	3	10	241	2	256		4	260
<b>IV. Leather and Rubber Goods.</b>								
1. Leather.....			9		9			9
3. Leather goods:								
(a) Belting, washers, etc.....			4		4			4
(c) Traveling bags and trunks.....			1		1			1
(d) Boots and shoes.....		3	19		22		1	23
(e) Gloves and mittens.....			2		2			2
(f) Fancy leather goods.....			1		1			1
4. Rubber and gutta percha goods.....		1	1		2			2
5. Articles of pearl, horn, bone, hair, etc.:								
(b) Articles of horn, bone, tortoise shell, etc.....	1		2		3			3
(c) Brushes.....			2		2			2
Total—Group IV.....	1	4	41		46		1	47
<b>V. Chemicals, Oils, Paints, etc.</b>								
1. Drugs and chemicals:								
(b) Sodas and other alkalies.....			13		13			13
(d) Other chemicals and drugs.....		3	4		7			7
2. Paints, dyes and colors:								
(a) Paint, varnish, etc.....			2		2			2
(b) Dyes, colors and ink.....		1	1		2		1	3
(c) Lead pencils and crayons.....							1	1
3. Wood alcohol and essential oils.....			1		1			1
4. Animal oil products.....			1		1			1
6. Soap, perfumery and cosmetics.....			3		3			3



Table XI—Number, Age and Sex of Persons Permanently Disabled in Factories and Quarries—Continued.

INDUSTRIES.	MALES.					FEMALES.		Grand total.
	Under 16 years.	16 and under 18.	18 years and over.	Age not stated.	Total.	Under 16 years.	16 years and over.	
<b>V. Chemicals, Oils, Paints, Etc.—Con.</b>								
7. Miscellaneous chemical products:								
(b) Starch.....		1	2		2			2
(c) Matches and explosives.....			3		3			3
Total—Group V.....		5	30		35		2	37
<b>VI. Paper and Pulp.</b>								
2. Pulp and paper:								
(a) Pulp mills.....			7		7			7
(b) Pulp and paper mills.....			10		10		4	14
(c) Paper mills.....		3	71		74			74
Total—Group VI.....		3	88		91		4	95
<b>VII. Printing and Paper goods.</b>								
2. Paper goods:								
(a) Paper boxes and tubes.....		2	18		20		13	33
(b) Paper bags and sacks.....							1	1
(c) Other paper goods.....	1	1	1		3		1	4
3. Printing and book making:								
(a) Printing and publishing.....	1	1	20		22		3	25
(b) Book binding.....			2		2			2
(c) Lithographing.....			2		2		1	3
4. Wall paper.....		2	2		4			4
Total—Group VII.....	2	6	45		53		19	72
<b>VIII. Textiles.</b>								
1. Silk and silk goods.....			2		2		1	3
2. Wool manufactures:								
(a) Carpets and rugs.....		1	11		12		2	14
(b) Felt goods.....			1		1			1
(c) Woolens and worsteds.....		1	23		24		7	31
3. Cotton goods.....		1	32		33		8	41
4. Hosiery and knit goods.....	1	2	43		46		7	53
5. Other textiles of silk, wool, cotton:								
(a) Dyeing, finishing.....			7		7		1	8
(b) Upholstery goods.....		1	1		2			2
(c) Braids, embroideries and dress trimmings.....		1			1			1
6. Flax, hemp and jute manufactures.....		1	10		11		15	26
7. Oilcloth, window shades, etc.....		1	1		2			2
Total—Group VIII.....	1	9	131		141		41	182
<b>IX. Clothing, Millinery, Laundry, Etc.</b>								
1. (a) Tailoring.....		1	3		4			4
(b) Shirts.....		1	6		7		2	9
3. Men's hats.....			2		2			2
6. Laundering, custom dyeing, etc.:								
(a) Laundries (non-Chinese).....		1	4		5		5	10
Total—Group IX.....		3	15		18		7	25
<b>X. Food, Tobacco and Liquors.</b>								
1. (a) Grain handling.....			6		6			6
(b) Sugar and molasses refining.....			4		4			4
(c) Fruits and vegetables, canning and preserving.....			5		5		5	10
(d) Coffee and spice roasting and grinding.....			2		2			2
(e) Groceries, not otherwise specified.....			1		1			1
2. Provisions.....			4		4			4
3. Dairy products.....			5		5			5

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**Table XI—Number, Age and Sex of Persons Permanently Disabled in Factories and Quarries—Concluded.**

INDUSTRIES.	MALES.					FEMALES.		
	Under 16 years.	16 and under 18.	18 years and over.	Age not stated.	Total.	Under 16 years.	16 years and over.	Grand total.
<b>X. Food, Tobacco and Liquors.— Continued.</b>								
4. Bakery products, confectionery, etc.:								
(a) Macaroni and other food pastes..	a1	1	1	1	3			3
(c) Bread and other bakery products.			3	1	4			4
(d) Confectionery and ice cream.....			9		9			9
5. Beverages:								
(a) Artificial ice.....			1		1			1
(b) Cider, grape juice, etc.....			1		1			1
(c) Mineral and soda water.....			1		1			1
(e) Malt liquors.....			1		1			1
(f) Vinous and distilled liquors.....			1		1			1
(g) Bottling.....			1		1			1
6. Tobacco products:								
(a) Tobacco and snuff.....							1	1
Total—Group X.....	1	1	46	1	49		6	55
<b>XI. Water, Light and Power.</b>								
1. Water.....			3		3			3
4. Electric light and power.....			5		5			5
5. Steam heat and power.....			2		2			2
6. Garbage disposal, etc.....			1		1			1
Total—Group XI.....			11		11			11
<b>XII. Building Industry.</b>								
Unclassified.....			1		1			1
(a) Carpenter shop.....			5		5			5
Total—Group XII.....			6		6			6
<b>XIII. Warehousing.</b>								
.....			2		2			2
Grand total.....	10	69	1,384	7	1,470		107	1,577

a Including one not an employee; 5 years of age; loss of arm.

b Exclusive of boy (not an employee); 10 years of age; loss of thumb and three fingers.

TABLE XII—NUMBER, AGE AND SEX OF PERSONS REPORTED  
KILLED IN FACTORIES AND QUARRIES.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not stated.	Total.
<b>I. Stone and Clay Products.</b>						
1. Stone:						
(a) Crushed stone.....				2		2
(b) Cut stone (for buildings, monuments, tombstones, etc.).....				3		3
2. Miscellaneous mineral products:						
(b) Abrasives—emery, carborundum, sand paper, etc.....				2		2
3. Lime, cement and plaster:						
(a) Asphalt.....				1		1
(b) Cement and lime.....				3		3
(c) Plaster, wall and land.....			1	3		4
4. Brick, tile and pottery:						
(a) Building brick.....				2		2
Total—Group I.....			1	16		17
<b>II. Metals, Machinery and Conveyances.</b>						
2. Copper, lead, zinc, etc.:						
(f) Sheet metal work.....				1		1
3. Iron and steel products:						
(a) Ore crushing, etc.....				2		2
(c) Rolling mills and steel works.....				7		7
(d) Bridge and structural iron.....				1		1
(g) Hardware.....				1		1
(h) Wire.....				1		1
(p) Car wheels and railway equipment.....				1		1
(r) Cooking and heating apparatus.....				1		1
(t) Stationary engines, boilers, etc.....				2		2
(u) Machinery, not otherwise classified.....				4		4
(v) Castings (iron foundry products).....			1			1
4. Electrical apparatus:						
(c) Dynamos, motors and electrical supplies.....			1	4	1	6
5. Vehicles:						
(a) Carriages, wagons and sleighs.....				1		1
(d) Motor vehicles.....				1		1
(f) Locomotives.....				4		4
(g) Railway repair shops.....				8		8
7. Agricultural implements.....				2		2
8. Instruments and appliances:						
(c) Lamps, reflectors, stereopticons, etc.....				1		1
Total—Group II.....			2	42	1	45
<b>III. Wood Manufactures.</b>						
1. Saw mill products.....				4		4
2. Planing mill products:						
(a) House trim.....				*2		2
(b) Packing boxes.....				1		1
3. Cooperage.....				1		1
4. Wood, turned and carved:						
(c) Other articles and appliances of wood.....			1	2		3
5. Furniture and cabinet work:						
(a) Furniture and upholstery.....				1	†1	2
(b) Caskets.....				1		1
6. Pianos, organs, etc.....				1		1
7. Brooms, cork, etc.:						
(b) Mats and woven goods.....				1		1
Total—Group III.....			1	14	1	16

\* Including one not an employee.

† Not an employee.

Table XII—Number, Age and Sex of Persons Reported Killed in Factories and Quarries—Continued.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not stated.	Total.
<b>IV. Leather and Rubber Goods.</b>						
1. Leather.....				a3		3
2. Fur and fur goods.....				1		1
4. Rubber and gutta percha goods.....				1		1
Total—Group IV.....				5		5
<b>V. Chemicals, Oils, Paints, Etc.</b>						
1. Drugs and chemicals:						
(a) Proprietary medicines.....			1			1
(b) Sodas and other alkalis.....				4		4
(d) Other chemicals and drugs.....				3		3
2. Paint, dyes and colors:						
(b) Dyes, colors and ink.....				2		2
6. Soap, perfumery and cosmetics.....				1		1
7. Miscellaneous chemical products:						
(d) Fertilizers.....				1		1
(e) Matches and explosives.....				6		6
Total—Group V.....			1	17		18
<b>VI. Paper and Pulp.</b>						
1. Rags and paper stock.....				1		1
2. Pulp and paper:						
(a) Pulp mills.....				2		2
(b) Pulp and paper mills.....				11		12
(c) Paper mills.....			1			1
Total—Group VI.....			1	18		19
<b>VII. Printing and Paper Goods.</b>						
1. Paper goods:						
(a) Paper boxes and tubes.....				1		1
3. Printing and book making:						
(a) Printing and publishing.....				1		1
Total—Group VII.....				2		2
<b>VIII. Textiles.</b>						
1. Silk and silk goods.....				1		1
2. Wool manufactures:						
(c) Woollens and worsteds.....			1	2		3
3. Cotton goods.....				2		2
4. Hosiery and knit goods.....				3		3
6. Flax, hemp and jute manufactures.....				1		1
Total—Group VIII.....			1	9		10
<b>IX. Clothing, Millinery, Laundry, Etc.</b>						
1. (a) Tailoring.....				1	b1	2
(b) Shirts.....			1	1		2
3. Men's hats.....				1		1
Total—Group IX.....			1	3	1	5
<b>X. Food, Tobacco and Liquors.</b>						
1. (a) Grain handling.....				3		3
(b) Sugar and molasses refining.....				4		4
(c) Fruits and vegetables (canning and preserving).....			1	1		2
(d) Coffee and spice roasting and grinding.....				1		1
(e) Groceries not otherwise specified..				1		1
2. Provisions.....				1		1
5. Beverages:						
(d) Malt.....				1		1
(e) Malt liquors.....				3		3
6. Tobacco products:						
(a) Tobacco and snuff.....					1	1
Total—Group X.....			1	15	1	17

a. Exclusive of boy, 9 years of age (not an employee). b. One woman.

Table XII—Number, Age and Sex of Persons Reported Killed in Factories and Quarries—Concluded.

INDUSTRIES.	Under 15 years of age.	15 years and under 16.	16 years and under 18.	18 years of age and over.	Age not stated.	Total.
<b>XI. Water, Gas and Power.</b>						
1. Water.....				1		1
2. Gas.....				1		1
4. Electric light and power.....				5		5
5. Steam heat and power.....				3		3
Total—Group XI.....				10		10
<b>XII. Building Industry.</b>						
Unclassified.....				1		1
a. Carpenter shop.....				1		1
Total—Group XII.....				2		2
<b>XIII. Warehousing.</b>				1		1
Grand total.....			9	154	64	167

b. One woman.



TABLE XIII—CAUSES OF AC

INDUSTRY.	MACHINERY.					
	Gear- ing, belts, shaft- ing, pul- leys, etc.	Eleva- tors, hoists, cranes.	Saws, planers, lathes.	Presses, stamp- ing ma- chines.	Emery wheels, buffers.	Cotton and woolen ma- chines.
<b>I. Stone, Clay and Glass Products.</b>						
1. Stone:						
(a) Crushed stone.....	2					
(b) Cut stone (for buildings, monuments, tomb- stones, etc.).....	4	7	1			
2. Miscellaneous mineral products:						
(a) Asbestos, graphite, etc.....	6	3	3	2		
(b) Abrasives—emery, carborundum, sand paper, etc.....	3	2				
3. Lime, cement and plaster:						
(a) Asphalt.....	1	3	1			
(b) Cement and lime.....	10	3			2	
(c) Plaster, wall and land.....	10	5				
(f) Plaster casts and ornaments.....	1					
4. Brick, tile and pottery:						
(a) Building brick.....		1	1	1		
(b) Terra cotta and fire-clay products.....	2	2				
5. Glass:						
(a) Building glass.....	1					
(c) Pressed, blown and cut glassware.....		2		1		
Total—Group I.....	40	28	6	4	2	
<b>II. Metals, Machines and Conveyances.</b>						
1. Gold, silver and precious stones:						
(a) Silver and plated ware.....	4	1	1	5	3	
(d) Gold and silver watch-cases.....				1		
2. Copper, lead, zinc, etc.:						
(a) Smelting and refining.....			1			
(b) Copper work.....				5		
(c) Brass and bronze castings.....	1					
(d) Gas and electric fixtures.....			2	1		
(e) Brass and bronze ware.....	1	2	3	7	1	
(f) Sheet metal work.....	9	8	8	92	13	
(g) Metal goods, not elsewhere specified.....	2			13	1	
3. Iron and steel products:						
(a) Ore crushing, etc.....		2	1			
(b) Pig iron.....	1					
(c) Rolling mills and steel work.....	6	10	3	2	3	
(d) Bridge and structural iron.....		2				
(g) Hardware.....	6	5	5	20	25	
(h) Cutlery.....	1	1	2	2		
(i) Tools and dies.....	2	7	7	3	3	
(k) Fire arms.....	2		3	3	4	
(m) Metal beds and bed-springs.....		2		1	2	
(n) Wire.....	1	2	4	7	1	
(p) Car wheels and railway equipment.....	3	2	11	1	3	
(q) Architectural and ornamental iron work.....			4	5	1	
(r) Cooking and heating apparatus.....	6	4	6			
(s) Typewriting and registering machines.....		1	1	9		
(t) Stationary engines, boilers, etc.....	18	12	19	4	4	
(w) Machinery not otherwise classified.....	25	17	28	10	7	
(v) Castings (iron foundry products).....	5	18	6	2	2	
4. Electrical apparatus:						
(a) Telegraph, telephone, fire alarm apparatus.....	10	5	11	25	2	
(c) Dynamos, motors and electrical supplies.....	22	48	34	40	9	
5. Vehicles:						
(a) Carriages, wagons and sleighs.....	3		8		3	
(b) Blacksmithing and wheelwrighting.....			3			
(c) Cycles.....			2			
(d) Motor vehicles.....	8	1	7	2	6	
(e) Cars.....						
(f) Locomotives.....	11	82	22	5	5	
(g) Railway repair shops.....	18	26	34	5	3	
6. Boat and ship building.....	1	6	6			
7. Agricultural implements.....	5	12	29	5	9	

## FATAL ACCIDENTS.

Other machines and machine tools.	Total.	Hand tools (axes, saws, hammers).	Explosives of all kinds.	Hot liquids, steam, etc.	Collapse of building, falling objects.	Fall of person.	Handling merchandise.	Vehicles.	All others.	Grand total.
.....	.....	.....	.....	.....	2	.....	.....	.....	.....	2
.....	2	.....	.....	.....	1	.....	.....	.....	.....	3
.....	.....	.....	.....	.....	1	1	.....	.....	.....	2
.....	1	.....	.....	.....	1	1	.....	.....	.....	1
1	2	.....	1	1	1	.....	.....	.....	.....	3
1	1	.....	.....	.....	1	.....	.....	.....	.....	4
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2
2	6	.....	1	1	7	2	.....	.....	.....	17
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
1	3	.....	.....	1	2	.....	.....	.....	.....	2
1	1	.....	.....	.....	2	.....	.....	.....	1	7
1	1	.....	1	.....	.....	.....	.....	.....	.....	1
1	1	.....	.....	.....	.....	.....	.....	.....	.....	1
1	1	.....	.....	.....	.....	1	.....	.....	.....	1
1	1	.....	.....	.....	.....	.....	.....	.....	.....	1
1	1	.....	.....	1	.....	.....	.....	.....	.....	2
1	2	.....	.....	.....	.....	1	.....	1	.....	4
.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1
1	2	.....	.....	3	1	.....	.....	.....	.....	6
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
1	1	.....	.....	.....	.....	.....	.....	.....	.....	1
1	2	.....	.....	1	.....	.....	1	.....	.....	4
2	5	.....	1	.....	1	.....	.....	1	.....	8
.....	.....	.....	.....	.....	.....	.....	1	1	.....	2
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
7	22	.....	2	7	6	2	2	3	1	45
.....	4	.....	.....	.....	.....	.....	.....	.....	.....	4
bl	2	.....	.....	.....	.....	.....	.....	.....	.....	2
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	3	.....	.....	.....	.....	.....	.....	.....	.....	3
.....	2	.....	.....	.....	.....	.....	.....	.....	.....	2
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	1	.....	.....	.....	.....	.....	.....	.....	.....	1
.....	.....	.....	.....	1	.....	.....	.....	.....	.....	1
1	15	.....	.....	1	.....	.....	.....	.....	.....	16

five of one not an employee.



TABLE XV—STATISTICS OF MIN

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-1. STONE.				
Albany County.				
SOUTH BETHLEHEM.				
Callanan Road Improvement Co.....	Limestone.....	1	1	1
Cayuga County.				
AUBURN.				
Bennett, D. M.....	Limestone.....	1	1	1
Goodrich, C. E.....	Limestone.....	1	1	1
Chenango County.				
NORWICH.				
Chenango Bluestone Co., (Theo. Woods).....	Bluestone.....	1	1	1
Clark, Conroy, Co., (late Ryan, Conroy & Co.).....	Bluestone.....	1	1	1
Clark, Conroy, Co.....	Bluestone.....	1	1	1
OXFORD.				
Clark, F. G., Bluestone Co.....	Bluestone.....	1	1	1
Clinton County.				
PLATTSBURG.				
Gebot, Oliver.....	Limestone.....	1	1	1
Rutland, Florence C.....	Marble.....	1	1	1
Columbia County.				
HUDSON.				
Hudson Portland Cement Co.....	Limestone.....	1	1	1
Hudson Portland Cement Co.....	Shale.....	1	1	1
Dutchess County.				
SOUTH DOVER.				
South Dover Marble Co.....	Marble.....	1	1	1
Erie County.				
AKRON.				
Akron Crushed Stone Co.....	Flint and Limestone..	1	1	1
BUFFALO.				
Appenheimer, John L.....	Limestone.....	1	1	1
Barber Asphalt Co.....	Limestone.....	1	1	1
Buffalo Crushed Stone Co.....	Limestone.....	1	1	1

## ES AND QUARRIES INSPECTED.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse power.	Number.	Horse power.		
85			10	2	160	d		Post special rules.	Complied.
20			8 & 9					Tip lamping bars with six inches of copper or soft metal.	Complied.
20			10	1	30	1		25 Have boiler inspected and report to this office.	Complied.
								Post special rules.	Complied.
35	1		10	1	17	1		12 Repair derrick cable at once, or discontinue use of it.	Complied.
39	1	1	10			bl		Pay wages weekly.	Complied.
								12 Discharge boy under 16 years of age, without certificate. Remove barrels filled with gasoline to a safe distance, and prohibit the use of matches thereabouts.	Complied.
21	1	1	10					Discharge boy under 14 years of age.	Complied.
40	2	1	10					Store exploders in building separate and apart from explosives.	Complied.
11			10	1	20	1		20 Provide guard to fly wheel on off or right side facing boiler. Provide store room for exploders separate and apart from explosives. Have boiler inspected and report to this Department.	
11			10	1	25	1		10 Have boiler inspected and file report in this office.	
70			10	3	24	1		16 Have boilers inspected and file report in this office.	Complied.
17			10	1	16			Have boiler inspected and file report in this office.	Complied.
90	3		10	3	325	c			
96	5	1	10	1	80	a		Discharge boy under 14 years of age.	Complied.
3	1								
75	4		10	2	35	2		35 Report accident.	Complied.
								Obtain noonday permit.	Complied.
40	1		10					Report accident.	Complied.
								Obtain noonday permit.	Complied.

Firm could not state. d Power obtained from mill boilers.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-1. STONE—Continued.				
Erie County—Continued.				
BUFFALO—Continued.				
Gehres, Anna, Stone Quarries.....	Limestone.....	1	1	1
Rupp, John G.....	Limestone.....	1	1	1
Schreier, Sebastian.....	Limestone.....	1	1	1
Genesee County.				
LE ROY.				
Empire Limestone Co.....	Limestone.....	1	1	1
General Crushed Stone Co., Inc.....	Limestone and flint...	1	1	1
Greene County.				
ALSEN.				
Alsen's American Portland Cement Works.....	Limestone.....	1	1	1
SMITH'S LANDING.				
Catskill Cement Co.....	Limestone.....	1	1	1
Jefferson County.				
LIME.				
Adams & Dufort Co.....	Limestone.....	1	5	5
Onondaga County.				
DEWITT.				
Rock Cut Stone Co., (late A. E. Alvord) .....	Limestone.....	1	1	1
JAMESVILLE.				
Alvord, E. B. & Co.....	Limestone.....	1	2	2
Burk & Burns .....	Limestone.....	1	1	1
Millen, Thos., Co., (late Spencer & McCarthy).....	Limestone(f).....	1	1	1
MANLIUS.				
Behan, James, Estate of.....	Limestone.....	1	1	1
SPLIT ROCK.				
Solvay Process Co., (quarry department).....	Limestone.....	1	1	1
Orleans County.				
ALBION.				
Cleary, Patrick.....	Medina sandstone.....	1	1	1
Fancher, Delany & Co.....	Medina sandstone.....	1	1	1
Orleans County Quarry Co. (Brady).....	Medina sandstone.....	1	1	1
a Steam for machine drills only. d Power obtained from mill boilers. e Electricity from mill				

a Steam for machine drills only. d Power obtained from mill boilers. e Electricity from mill

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse-power.	Number.	Horse-power.		
32	1	1	10	3	60	1	14	Discharge boy under 15 years without certificate.	Complied.
8	.....	.....	10	1	35	1	35		
17	1	.....	19	2	30	a	.....		
82	1	1	10	d	.....	.....	.....	Cease employing boy under 16 years of age more than 9 hours per day.	Complied.
160	.....	.....	10	d	.....	.....	.....	Report accident. Obtain noon-day permit.	Complied. Complied.
50	.....	.....	10	e	.....	.....	.....		
37	.....	.....	10	1	25	a	.....	Have boiler inspected and file report in this office.	Complied.
22	.....	.....	9	2	50	2	20	Have boilers inspected and file report in this office. Report accident.	Complied. Complied.
44	.....	.....	10	2	110	1	80		
2	.....	.....	10	1	20	.....	.....	Have boiler inspected before putting in commission. Place danger sign on back road leading to west quarry.	
1	.....	.....	10	.....	.....	.....	.....		
52	2	.....	10	1	12	.....	.....	Have boiler inspected and report to this office.	Complied.
12	.....	.....	10	1	12	1	12		
370	.....	.....	g10	4	325	3	300	Report accident.	Complied.
48	1	1	10	2	24	2	24	Inspect boilers. Report accident. Discharge boy under 16 years without certificate.	Complied. Complied.
32	1	.....	10	1	12	1	12	Inspect boiler and file report in this office. Cease opening powder cans with a steel implement, also cease leaving cans containing powder without properly covering opening.	Complied.
117	.....	.....	10	3	42	3	42		

f Also cement and gypsum.

g Thirty-six men work three shifts, 8 hours each.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-1. STONE—Continued.				
Orleans County—Continued.				
ALBION—Continued.				
Orleans County Quarry Co. (De Graff).....	Medina sandstone.....	1	1	1
Orleans County Quarry Co. (Chadwick).....	Medina sandstone.....	1	1	1
Reed, Allen & Reid.....	Medina sandstone.....	1	1	1
Ryan, J. M. A.....	Medina sandstone.....	1	1	1
MEDINA.				
Filkins, S. E. (Gorman).....	Medina sandstone.....	1	1	1
Stork, James H., & Co. (Kearney).....	Medina sandstone.....	1	1	1
HOLLEY.				
O'Brien, William.....	Medina sandstone.....	1	1	1
MURRAY.				
Ford, A. H.....	Medina sandstone.....	1	1	1
Orleans Sandstone Co.....	Medina sandstone.....	1	2	2
Squires, A. J., & Son.....	Medina sandstone.....	1	1	1
Vincent, Edward, & Co.....	Medina sandstone.....	1	1	1
Vincent, Edward, & Co.....	Medina sandstone.....	1	1	1
RIDGEWAY.				
Filkins, S. E. (Reynolds).....	Medina sandstone.....	1	1	1
Gorman, C. A.....	Medina sandstone.....	1	1	1
Le Valley Sandstone Co.....	Medina sandstone.....	1	1	1
Orleans County Quarry Co. (Halloway).....	Medina sandstone.....	1	1	1
St. Lawrence County.				
CANTON.				
Watertown Marble Co.....	Marble.....	1	1	1
GOUVERNEUR.				
Extra Dark Marble Co.....	Marble.....	1	1	1
Gouverneur Marble Co.....	Marble.....	1	1	1
Northern New York Marble Co.....	Marble.....	1	1	1
Rylstone Co.....	Marble.....	1	1	1
St. Lawrence Marble Quarries (late M. B. Belding).....	Marble.....	1	1	1
Watertown Marble Co.....	Marble.....	1	1	1
Whitney, D. J., Co. (late Empire Marble Co.).....	Marble.....	1	1	1
POTSDAM.				
Potsdam Red Sandstone Co.....	Red sandstone.....	1	1	1
Schoharie County.				
HOWE'S CAVE.				
Heiderberg Cement Co.....	Limestone.....	1	1	1

d Power obtained from mill boilers.

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse-power.	Number.	Horse-power.		
97	1	1	10	7	300	7	300	Inspect boilers. Store exploders separate and apart from explosives. Discharge boy under 16 years without certificate.	Complied.
27			10	1	12	1	12	Inspect boiler and file report in this office.	Complied.
60	1		10	2	22	2	22	Inspect boiler and file report in this office.	Complied.
60	1	1	10	3	80	3	50	Inspect boiler and file report in this office. Store exploders separate and apart from explosives. Discharge boy under 16 years without certificate	Complied.
65			10	1	12	1	12	Inspect boilers and file report in this office.	
12			10						
31	1	1	10	2	27	2	27	Discharge boy under 14 years..	Complied.
16	1		10	1	13	1	13		
60			10	2	28	2	28		
14			10	3	75	3	75	Inspect boilers and file report in this office.	Complied.
29	1	1	10	2	24	2	24	Discharge boy under 16 years without certificate.	Complied.
20	1	1	10	2	35	2	35	Discharge boy under 16 years without certificate.	Complied.
34			10	2	24	2	24	Remove powder house to a safe distance and provide storage for exploders separate and apart from explosives.	
16			10	1	10	1	10	Inspect boiler and file report with this office.	
25	1		10	1	14	1	14	Have boiler inspected before putting in commission.	
31			10	2	32	2	32		
12			10	d					
10			10	d					
16			10	1	80	a			
15			10	2	80	1	15	Report accident.....	Complied.
15			10	d				Report accident.....	Complied.
10			10	1	60	1	15		
9			10	1	150	1	15	Tip tamping bars with six inches of copper, as per special rules.	
10			10	1	25	a			
40			9 & 10	1	30	1	25	Post special rules.....	Complied.
40			11	d					

a Steam for machine drills only.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-1. STONE—Continued.				
Seneca County.				
WATERLOO.				
Babcock, Dewitt .....	Limestone .....	1	1	1
Thomas, G. C., & Bros .....	Limestone .....	1	1	1
Tompkins County.				
LANSING.				
Cayuga Lake Cement Co.....	Limestone and shale ..	1	2	2
Ulster County.				
WAWARISING.				
Hornbeck, John C. † .....	Building stone .....			
Warren County.				
GLENS FALLS.				
Glens Falls Portland Cement Co.....	Limestone and clay ...	1	1	1
Wait Lime Co.....	Limestone .....	1	1	1
NORTH RIVER.				
North River Garnet Co.....	Garnet .....	1	1	1
Washington County.				
GRANVILLE.				
Bonanza Slate Co.....	Slate .....	1	1	1
Granville Slate Co.....	Black slate .....	1	1	1
Mathews Con. Slate Co. (Flaherty).....	Red slate .....	1	1	1
Mathews Con. Slate Co. (Empire)† .....	Slate .....			
Mathews Con. Slate Co. (Eagle Red).....	Red slate .....	1	1	1
Mathews Con. Slate Co. (Old Empire).....	Slate .....	1	1	1
Mathews Con. Slate Co. (New Empire).....	Slate .....	1	1	1
MIDDLE GRANVILLE.				
O'Brien, J. W. ....	Slate and mill stock ...	1	1	1
Allen & Williams.....	Red slate .....	1	1	1
WHITEHALL.				
Callanan, J. J. (Tub. Mt. Crusher).....	Limestone .....	1	1	1
Wyoming County.				
PORTAGEVILLE.				
Genesee Valley Bluestone Co.....	Bluestone .....	1	1	1
Portageville Bluestone Co.....	Bluestone .....	1	1	1

† Temporarily closed.      a Steam for machine

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Num-ber.	Horse-power.	Num-ber.	Horse-power.		
10			10						
10			10	1	10	1	10	Have boiler inspected and report to this office.	Complied.
35	1		10	1	12	1	12	Have boiler inspected and send report to this office.	
35			10	1	15	1	15		
6			10	1	15	1	15	Provide room for exploders separate and apart from explosives.	Complied.
36			10 & 10½	d					
10			10	1	80	1	30	Inspect boiler and report to this office. Report accident.	Complied.
15	1	1	10	1	60	1	25	Discharge boy under 16 years of age without certificate.	Complied.
12			10	1	30	1	30		
15	1		10	1	40	1	30	Report accident. Inspect boilers.	
10			10	1	60	1	35	Inspect boilers.	
7			10	1	40	a		Inspect boiler.	
17	2	2	10	1	35	1	33	Discharge two boys under 16 years with certificates.	Complied.
11			10	1	20	1	20	Inspect boiler. Remove powder house to a safer distance, and provide separate room for exploders.	
145	1	1	10	d				Report accidents. Obtain noon-day permit. Cease employing boy between 14 and 16 years without certificate.	Complied.
20	1		10	1	50	2	45	Remove powder house to a more safe distance.	Complied.
30			10	1	100	2	30	Report accident. Provide storage for exploders apart from explosives. Post special mine rules.	Complied.

drills only.

d Power obtained from mill boilers.



Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-1. STONE—Concluded.				
Wyoming County—Continued.				
WARSAW.				
American Bluestone Co.....	Bluestone.....	1	1	1
Warsaw Bluestone Co.....	Bluestone.....	1	1	1
Total—Stone.....		78	85	85
I-2. GRAPHITE, ROCK SALT, ETC.				
Essex County.				
TIOCONDEROGA.				
International Mining Co.....	Feldspar, quartz, mica.	1	1	1
Tioconderoga Graphite Co.....	Graphite.....	1	1	1
Livingston County.				
RETSEF.				
Retsef Mining Co.....	Rock salt.....	1	1	1
St. Lawrence County.				
EDWARDS.				
International Pulp Co., No. 2½ shaft.....	Talc.....	1	1	1
International Pulp Co., No. 3 shaft.....	Talc.....	1	1	1
International Pulp Co., No. 5 shaft.....	Talc.....	1	1	1
U. S. Talc Co.....	Talc.....	1	1	1
FOWLER.				
Ontario Talc Co.....	Talc.....	1	1	1
Union Talc Co. (Balnut).....	Talc.....	1	1	1
Union Talc Co. (Arnold).....	Talc.....	1	1	1
Warren County.				
DRESDEN.				
Adirondack Graphite Mining & Milling Co.....	Graphite.....	1	1	1
Champlain Graphite Co.....	Graphite.....	1	1	1
GRAPHITE.				
American Graphite Co.....	Graphite.....	1	1	1
Total—Graphite, Salt, etc.....		12	12	12
I-3-b. CEMENT.				
Erie County.				
AKRON.				
Cummings Cement Co.....	Cement rock.....	1	1	1
Newman, H. L. & W. C.....	Cement rock.....	1	1	1

d Power obtained from mill boilers. † Water

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse-power.	Number.	Horse-power.		
51	2	.....	10	1	25	1		25 Tip tamping bars with six inches of copper. Provide storage for exploders separate and apart from explosives.	
61	4	2	10	4	90	2		45 Discharge boy under 14 years of age. Remove powder house to a safer distance, and store exploders separate and apart from explosives.	Complied. } Complied. }
3,069	47	18	.....	98	3,364	77	1,817		
25	1	1	10	1	30	1		25 Discharge boy under 16 years without certificate.	Complied.
14	.....	.....	10	d	.....	.....	.....		
165	.....	.....	10	6	2,000	d	.....	Report accident.....	Complied.
20	.....	.....	10	†	.....	.....	.....		
20	.....	.....	10	†	.....	.....	.....	Report accident.....	Complied.
14	.....	.....	10	1	70	2		70 Report accident.....	Complied.
10	.....	.....	10	1	80	2		75 Remove loose material from near entrance to shaft. Place new timbers and flooring where necessary, and provide hand rail about entrance of shaft. Have boiler inspected and report to this office.	Complied. Complied.
11	1	.....	10	1	25	d	.....		Complied.
17	1	.....	8	2	120	2	100		
5	1	.....	10	1	80	d	.....		
9	.....	.....	10	.....	.....	.....	.....		
55	.....	.....	10	1	300	d	.....	Report accident.....	Complied.
365	4	1	.....	14	2,705	7	270		
20	.....	.....	10	d	.....	.....	.....		

power and compressed air. † Temporarily closed.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
I-3-b. CEMENT—Concluded.				
Erie County—Continued.				
BUFFALO.				
Buffalo Cement Co., Ltd.....	Cement rock(i).....	1	1	1
Ulster County.				
ROSENDALE.				
Con. Rosendale Cement Co. (Beach).....	Cement rock.....	1	2	2
Con. Rosendale Cement Co. (upper Norton).....	Cement rock.....	1	1	1
Con. Rosendale Cement Co. (lower Norton).....	Cement rock.....	1	1	1
Con. Rosendale Cement Co. No. 1.....	Cement rock.....	1	1	1
Con. Rosendale Cement Co., No. 3.....	Cement rock.....	1	1	1
N. Y. Cement Co.....	Cement rock.....	1	2	2
Snyder, A. J., & Sons.....	Cement rock.....	1	2	1
Total—Cement.....		9	12	11
I-3-c. GYPSUM.				
Genesee County.				
ALABAMA.				
Gypsum Product Co. (late Standard Plaster Co.)....	Gypsum.....	1	1	1
OAKFIELD.				
U. S. Gypsum Co., Shaft No. 1.....	Gypsum.....	1	1	1
U. S. Gypsum Co., Shaft No. 2.....	Gypsum.....	1	1	1
U. S. Gypsum Co., Shaft No. 4.....	Gypsum.....	1	1	1
U. S. Gypsum Co., Shaft No. 10.....	Gypsum.....	1	1	1
Monroe County.				
WHEATLAND.				
Con. Wheatland Plaster Co.....	Gypsum.....	1	1	1
Garbutt Gypsum Co.....	Gypsum.....	1	1	1
Lycoming Calcining Co.....	Gypsum.....	1	3	3
Onondaga County.				
DEWITT.				
National Wall Plaster Co. of America.....	Gypsum.....	1	2	2
Total—Gypsum.....		9	12	12

a Steam power for machine drills only.

b Gasoline.

i Also limestone

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse power.	Number.	Horse power.		
150			10	12	500	12	500		
71			10	1	60	a	.....	Report accident. Post special mining rules.	Complied.
25	1		10	2	160	1	50		Complied.
40			10	3	100	3	90	Provide hand rail on stairs leading from power house to first landing on incline.	Complied.
16								Report accident.....	Complied.
13									
65	5		10	2	55	2	50	Inspect boilers and report to this office. Report accident. Post special rules.	Complied.
39			10	2	50	2	50	Report accident.	Complied.
419	6			22	925	20	740		Complied.
14			10	2	65	2	25	Guard cable of hoist on upper floor. Guard ladder at entrance of manway first floor. Have report made on condition of boilers, and send duplicate to this office.	Complied.
40			10	1	70	2	54		Complied.
40			10	1	50	2	40		Complied.
25			10	1	12	1	12	Remove powder from shaft house at once. Remove powder house to a safe distance, not less than 200 feet from shaft.	Complied.
26			10	b				Report accident.....	Complied.
25			10					Obtain noonday permit.....	Complied.
10			10					Remove loose overhanging rock at entrance of underground workings, and securely timber same immediately.	
35			10						
12			10					Remove all loose hanging rock in north quarry immediately.	
227				5	197	8	131		

! Owing to strike only a few pump and engine men employed.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspectors.	MINES AND QUARRIES.	
			Total number.	In operation.
II. IRON, LEAD AND ZINC.				
Clinton County.				
Ausable.				
Arnold Mining Co., South Shaft.....	Magnetic iron.....	1	1	1
Arnold Mining Co., North Shaft.....	Magnetic iron.....	1	1	1
Lyon Mountain.				
D. & H. Co. (Chateaugay Iron Ore Dept.).....	Magnetic iron.....	1	8	6
Dutchess County.				
Amenia.				
Barnum, C. W.....	Hematite.....	1	1	1
Essex County.				
Mineville.				
Port Henry Iron Ore Co., Shaft 21.....	Magnetic iron.....	1	1	1
Witherbee, Sherman Co.....				
Witherbee, Sherman Co.....	Magnetic iron.....	1	6	5
Herkimer County.				
Salisbury.				
Salisbury Steel and Iron Co.....	Magnetic iron.....	1	1	1
Jefferson County.				
Antwerp.				
Old Sterling Iron Mining Co.....	Red hematite.....	1	1	1
Oneida County.				
Clinton.				
Clinton Hematite Mines.....	Red hematite.....	1	2	2
Franklin Iron Manufacturing Co.....	Red hematite.....	1	2	1
Orange County.				
Mt. Hope.				
Phoenix Lead Co.....	Galena.....	1	1	1
St. Lawrence County.				
De Kalb.				
St. Lawrence Pyrites Co. (late Stella).....	Pyrites.....	1	1	1
St. Lawrence Pyrites Co., Shaft 7.....	Pyrites.....	1	1	1
Gouverneur.				
Adirondack Pyrites Co.....	Pyrites.....	1	1	1
Rossie.				
New Caledonia Iron Co.....	Red hematite.....	1	3	1
Ulster County.				
Ellenville.				
Ellenville Zinc Co. §.....	Zinc, copper, etc.....			

d Power obtained from mill boilers. † Air engines.

d Power obtained from mill boilers. † Air engines.

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compliances.
Total number.	Boys 16-18 years.	Boys 14-16 years.		Number.	Horse-power.	Number.	Horse-power.		
32			10		d	†1	15		
82			10		d	†1	100		
303			10		†				
64			10	2	160	2	90	Report accident.	
202			10	6	540	6	500	Report accidents. Cease allowing employees to ride on loaded skips. Cease allowing visitors in the engine rooms of hoists, and post notices to that effect.	Complied.
449	1	1	10	6	1,500	3	1,825		
22	1		10	2	75	2	75	Pay wages weekly.	
52			10	6	480	2	150	Post special rules.	Complied.
20			10	2	150	1	75		
125	2		10	2	200	2	200		
7			10						
13			10	1	35	2	30		
27			10	1	80	1	50	Have boilers inspected and file report in this office.	
14			10	d				Repair track on incline shaft immediately.	
120	3	2	10	3	240	4	200	Inspect boilers and file report with this office. Employ only competent and experienced men, for scaling walls. Pay wages weekly. Discharge two boys under 16 years without certificate. Post special rules.	Complied. Complied. Complied.

† Firm could not state. § Temporarily closed.

Table XV—Continued.

LOCALITY AND FIRM NAME.	Material mined or quarried.	Number of inspections.	MINES OR QUARRIES.	
			Total number.	In operation.
II. IRON, LEAD AND ZINC—Concluded.				
Wayne County.				
ONTARIO.				
Furnaceville Iron Co.....	Red hematite.....	1	1	1
Total—Iron, Lead, Etc.....		16	32	26
GRAND TOTAL.....		124	153	146

## Statistics of Mines and Quarries Inspected.

EMPLOYEES ON PAY ROLL.			Daily hours of labor.	BOILERS.		ENGINES.		Orders.	Compli- ances.
Total num- ber.	Boys 16-18 years.	Boys 14-16 years.		Num- ber.	Horse- power.	Num- ber.	Horse- power.		
75	2	.....	10	9	152	9	150	Have boilers inspected. employees weekly.	Pay Complied. Complied.
1,607	9	3	.....	40	3,612	36	3,460		
5,687	66	22	.....	179	10,803	148	6,418		



TABLE XVI—CHILDREN'S EMPLOYMENT CERTIFICATES ISSUED BY LOCAL

LOCALITY.	Certificates issued prior to Oct. 1, 1904.	Vacation certificates issued— Oct. 1, 1904, to Sept. 30, 1905.	CERTIFICATES IN REGULAR		
			Oct.	Nov.	Dec.
ALBANY COUNTY.					
Albany city.....			7	5	7
Cohoes city.....	67		22	13	4
Colonie town.....					
Voorheesville village.....			1		
Watervliet city.....			8	7	
ALLEGANY COUNTY.					
Friendship village.....					
BROOME COUNTY.					
Binghamton city.....			7		1
Lestershire village.....				1	
Union village.....	2				
Vestal town.....					
CATTARAUGUS COUNTY.					
Olean city.....	25		4	1	3
Salamanca village.....					
CATUGA COUNTY.					
Auburn city.....		58	6	13	6
CHAUTAUQUA COUNTY.					
Carroll town.....					
Cherry Creek village.....				1	
Dunkirk city.....				1	1
Falconer village.....			12	8	9
Jamestown city.....					
Silver Creek village.....	2		3		
CHEMUNG COUNTY.					
Elmira city.....			2		1
Wellsburg village.....					
CLINTON COUNTY.					
Rouses Point village.....					
COLUMBIA COUNTY.					
Chatham village.....	1			2	
Claverack town.....					
Hudson city.....					
Kinderhook village.....				2	
Philmont village.....			1	1	2
Stockport town.....	1				
Valatie village.....					
CORTLAND COUNTY.					
Cortland city.....	7				2
Cortlandville town.....					
Harford town.....					
McGrawville village.....			1		1
DELAWARE COUNTY.					
Sidney village.....				1	
Delhi village.....					
DUTCHESS COUNTY.					
Matteawan village.....		1			
Red Hook village.....			1	2	1
Tivoli village.....					
Wappingers Falls village.....					
Wappinger town.....					
ERIE COUNTY.					
Buffalo city.....			21	27	13
Lancaster village.....					
North Collins town.....					
Tonawanda city.....	5		5	10	2

\* Two certificates included, month of issue not reported. † Includes number of certificates

## BOARDS OF HEALTH IN THE TWELVE MONTHS ENDED SEPTEMBER 30, 1905.

FORM ISSUED BETWEEN OCTOBER 1, 1904, AND SEPTEMBER 30, 1905.

Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Total.	Factory or factory and mercantile certificates.
4	4	9	7	21	24	19	14	23	144	F
10	13	18	18	22	33	23	10	27	213	F
			1	2		2	1		6	F
1	8	9	8	4	11	2		6	59	F
					1				1	F
4	5	5	4	11	37	12	2	14	102	F
		6	3	3	13			1	26	F
									1	F
2		3	4	1	3	2			23	F
			1		1			1	3	F
7	7	5	7	9	23	30	17	25	155	F
						7			7	F
	1		5			8			8	F
					4	4	1	4	11	F
9	14	19	17	17	51	39	15	16	226	F
		1			5		2		11	F
2	2	3	2	3	12	8	3	8	46	F
		2		2	1				5	F
			1						1	F
		1		3	1				7	F
				1		1	1		2	F
					1				1	F
3	1	1	2	3	2	5	6		23	F
	1	1	2		2	3	1	1	18	F
	1				5	7	1	2	16	F
	1	1			2	15		1	22	F
1			1	1					1	F
		1		2	1	2		1	9	F
		2	1	1			1	2	7	F
			1						2	F
2		1	5	7	6	9	4	6	40	F
		1					1	1	7	F
	1								*3	F
		6							6	F
			2						2	F
64		†63	63	52	125	82	53	83	646	F
		4	5	5	2	1		1	†33	F
					1	2	1		4	F
3	3	4	8	23	19	2	2	3	84	F

issued in February also. † Fifteen certificates included, month of issue not reported.

Table XVI—Children's Employment Certificates Issued by Local Boards

LOCALITY.	Certificates issued prior to Oct. 1, 1904.	Vacation certificates issued— Oct. 1, 1904, to Sept. 30, 1905.	CERTIFICATES IN REGULAR		
			Oct.	Nov.	Dec.
ESSEX COUNTY.					
Keeseeville village.....					
Ticonderoga village.....					
FRANKLIN COUNTY.					
Waverly town.....					
FULTON COUNTY.					
Ephratah town.....					
Gloversville city.....			6	8	8
Johnstown city.....	31		2	3	
GENESÉE COUNTY.					
Oakfield village.....					
GREENE COUNTY.					
Athens village.....					
Catskill village.....	22		1		6
Coxsackie village.....			1		9
HERKIMER COUNTY.					
Dolgeville village.....			4		
Herkimer village.....	12		1	1	2
Ilion village.....					
Little Falls city.....			5		
JEFFERSON COUNTY.					
Carthage village.....					
Watertown city.....			4	1	5
West Carthage village.....					
KINGS COUNTY.					
(See New York City, Brooklyn borough.)					
LEWIS COUNTY.					
Turin village.....	6				
LIVINGSTON COUNTY.					
Mount Morris village.....	15				
MADISON COUNTY.					
Cazenovia village.....					
Sullivan town.....					
MONROE COUNTY.					
Brockport village.....	1				3
Fairport village.....			2		
Rochester city.....			36	34	35
MONTGOMERY COUNTY.					
Amsterdam city.....	20		10	14	7
Amsterdam town.....			2	1	1
Minden town.....			7	2	
St. Johnsville village.....			4	5	
NASSAU COUNTY.					
Hempstead town.....					
Rockville Center village.....					
Sea Cliff village.....					
NEW YORK CITY.					
Bronx borough.....			71	58	52
Brooklyn borough.....			99	32	44
Manhattan borough.....			228	159	97
Queens borough.....			38	29	17
Richmond borough.....			15	5	7
NIAGARA COUNTY					
Lockport city.....			8		
Niagara Falls city.....			14	7	5

\* Month of

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.283

## of Health in the Twelve Months Ended September 30, 1905—Continued.

FORM ISSUED BETWEEN OCTOBER 1, 1904, AND SEPTEMBER 30, 1905.

Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Total.	Factory or factory and mercantile certificates.
								2	*5 2	F F
								3	3	F
1 20 6	19 1	15	17 2	16 3	42 6	17 2	13 1	17 17	1 198 43	F F F
									*5	F
2 8	1	3 1	1	3 2 1	1 2	1 2	1 2	2	10 21 19	F F F
1	1	1		1	1 11 10 15	10 9 8 12	2 1	1 4	22 29 21 71	F F F F
3	5	4	6	6			10	5		
1	5	2 4	2	2	3	9	1 8 5	2	3 46 5	F F F
						2		1	3	F
					11	2			13	F
				1	2	9	2	4	13 9	F F
				2	6	10	4		25 2	F F
48	48	41	54	49	202	193	93	77	910	F F
49 8 5 3	16 1 2	29 2 2	18 3 3	27 4 1 1	53 2 5	27 1 4	23	26 4 3	299 19 22 30	F F F F
	1	3 2	2 1	1 1	1				6 5 1	F F F
52 78 169 31 7	93 44 200 40 13	72 48 218 38 5	72 49 146 28 11	86 52 150 80 14	63 59 238 32 9	58 46 175 72 9	28 37 303 29 2	122 108 1,481 75 35	827 696 3,564 459 132	F F F F F
8	8	6	7	15	14	11	7	14	8 106	F F

issue not stated.

Table XVI—Children's Employment Certificates Issued by Local Boards

LOCALITY.	Certificates issued prior to Oct. 1, 1904.	Vacation certificates issued— Oct. 1, 1904, to Sept. 30, 1905.	CERTIFICATES IN REGULAR		
			Oct.	Nov.	Dec.
ONEIDA COUNTY.					
Augusta town.....					
Kirkland town.....			2		
Oriskany Falls village.....					
Rome city.....	9		4	4	3
Sangerfield town.....					
Utica City.....			21	20	16
Waterville village.....					
Whitesboro village.....					
Whitestown town.....			4	5	1
ONONDAGA COUNTY.					
Camillus village.....	8		3		
Fayetteville village.....					
Skaneateles town.....			2		1
Solvay village.....					
Syracuse city.....			9	17	12
ONTARIO COUNTY.					
Clifton Springs village.....			5		
ORANGE COUNTY.					
Middletown city.....			5	2	1
Newburgh city.....			3	4	2
Newburgh town.....					
New Windsor town.....					
Port Jervis village.....	16		4	4	
Walden village.....			1	1	3
ORLEANS COUNTY.					
Medina village.....					
OSWEGO COUNTY.					
Fulton city.....			3		6
Oswego city.....			7	6	6
Volney town.....					
OTSEGO COUNTY.					
Cooperstown village.....					
Hartwick town.....					
Middlefield town.....					1
Oneonta town and village.....			2		
Otsego town.....					
Richfield town.....					
QUEENS COUNTY. (See N. Y. City, Queens borough.)					
RENSSELAER COUNTY.					
Castleton village.....			1		
Nassau village.....					
Sand Lake town.....					1
Schaghticoke village.....					
Troy city.....			6	9	14
RICHMOND COUNTY. (See New York city, Richmond borough.)					
ROCKLAND COUNTY.					
Clarkstown town.....	1		4		
Spring Valley village.....	8				1
ST. LAWRENCE COUNTY.					
Madrid town.....					
Potsdam village.....			1	1	
SARATOGA COUNTY.					
Ballston Spa village.....					1
Saratoga Springs village.....			3	1	1
Stillwater town.....				1	
Waterford village.....					
Waterford town.....					

\* Month of issue not reported. † Including six certificates, month of issue

# REPORT OF BUREAU OF FACTORY INSPECTION, 1905.

II.285

## of Health in the Twelve Months Ended September 30, 1905—Continued.

FORM ISSUED BETWEEN OCTOBER 1, 1904, AND SEPTEMBER 30, 1905.

Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Total.	Factory or factory and mercantile certificates.
								3	3	A
	1		1	1	2	8		1	16	A
			3		4	5	1	1	14	A
5	2	3	4	5	27	27	36	9	129	A
31	17	28	24	27	66	46	23	46	365	A
								1	1	A
								1	1	A
4	2	2	6	5	7	2	5	1	20	A
				8	3	1	2	3	35	A
										A
1					1		1		6	A
					20	13	10	5	48	A
	1	2	5	6	3	1	2	2	25	A
24	16	24	20	25	49	99	39	39	373	A
										A
		1							6	A
1	1		2	2		1	2	5	22	A
8	5	3	3	1	9	9	3	6	56	A
		1	3	1					5	A
		1			1				2	A
	1	1		1		1	3	4	19	A
2	2	1	1	2	2	4	4	3	26	A
										A
1	1	1	1	1	8	2		1	16	A
		2	3	6	11	10	3	1	45	A
7	3	10	18	10	44	28	19	16	174	A
					1				1	A
										A
	2			1	1	1			2	A
			2	2					3	A
		2				1	3	1	3	A
		1		1	1				4	A
									1	A
										A
	1	1	1	1	3	9	2	4	23	A
			2		2	2	1	1	2	A
							2		9	A
16	15	17	22	16	14	12	11	27	*24 179	A
										A
	2	3	1		3	1	1		4 12	A
										A
1									1 2	A
										A
		1			2	6	3	1	12	A
1	2	2	3	9	2	1	2		27	A
				1					2	A
				2	2		1		†12	A
				3		3		5	†27	A

not reported. † Including sixteen certificates, month of issue not reported.

Table XVI—Children's Employment Certificates Issued by Local Boards of

LOCALITY.	Certificates issued prior to Oct. 1, 1904.	Vacation certificates issued— Oct. 1, 1904, to Sept. 30, 1905.	CERTIFICATES IN REGULAR		
			Oct.	Nov.	Dec.
SCHENECTADY COUNTY.					
Glenville town.....	1			1	
Schenectady city.....			6		3
Sootia village.....	1				
SCHUYLER COUNTY.					
Montour Falls.....					
SENECA COUNTY.					
Waterloo village.....					
STEBURN COUNTY.					
Corning city.....	10		4		
Wayland town.....					
SUFFOLK COUNTY.					
Brookhaven town.....	2				
Riverhead town.....			1		
Sag Harbor village.....			4		4
TIOGA COUNTY.					
Candor village.....					
TOMPKINS COUNTY.					
Ithaca city.....			2		4
ULSTER COUNTY.					
Ellenville village.....					
Kingston city.....			7	5	8
Naranooh.....					
Rifton village.....					
Rosendale village.....			3	2	2
WARREN COUNTY.					
Glens Falls village.....			6	1	1
WASHINGTON COUNTY.					
Fort Edward town.....					
Greenwich village.....				1	
Kingsbury town.....			1		
Whitehall village.....			1		
WAYNE COUNTY.					
Lyons village.....			3	1	
Marion town.....			1		
Newark village.....					
Williamson town.....					
WESTCHESTER COUNTY.					
Cortlandt town.....					
Greenburgh town.....			1		1
Hastings-on-Hudson village.....			1		
Irvington village.....				1	
Mount Vernon city.....	3	11	2	1	3
North Tarrytown village.....	1			1	1
Peeckskill village.....	5		5		3
Port Chester village.....	2		10	1	
Yonkers city.....					
WYOMING COUNTY.					
Arcade town.....					
Perry village.....	39				1
Silver Springs village.....					
Total.....	318	70	802	544	452

\* Including 35 certificates

## Health in the Twelve Months Ended September 30, 1905—Concluded.

FORM ISSUED BETWEEN OCTOBER 1, 1904, AND SEPTEMBER 30, 1905.

Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Total.	Factory or factory and mercantile certificates.
1				1					3	F
7	3	8	12	10	10	3	3	4	69	F
			1	1	3				5	F
								1	1	F
		1		1		1			3	F
	1	3	3	1	2	1	1	2	10	F
					1				10	F
1	1		16	1	3	7	1	6	36	F
	1	7	3		1	4	1	3	1	F
									28	F
						2	1	1	4	F
2	3	1	2	3	1		1	9	28	F
5	4	5	8	11	20	29	15	10	*37	F
				1					127	F
	5	2	1	6	6	1	1	3	1	F
									3	F
									29	F
3	1	2	5	7	4	2	7	3	42	F
				1	1				1	F
	7	4	5		1			1	19	F
		1	1	4	2				1	F
									9	F
					1	1			4	F
1	2	2	5	2	21	12	4		3	F
					4	1			49	F
									5	F
1		3	1	2	2			3	12	F
		2	1	1					2	F
									5	F
2		8	4		4	11		6	1	F
						2		2	41	F
		2	2	8	2		3	5	6	F
2	3	4	4					2	25	F
						8	5	9	26	F
									22	F
	1	2								
2	1	3		2	19				3	F
		1	1	1				1	28	F
									4	F
731	662	830	792	853	1,566	1,359	935	2,490	12,124	F

month of issue not reported.



TABLE XVII—CERTIFICATES OF BOILER INSPECTION FILED WITH THE BUREAU OF FACTORY INSPECTION.

[NOTE.—In the cities of New York and Buffalo, boilers in factories are inspected under municipal ordinances; outside those cities certificates of boiler inspection must be filed with the Bureau of Factory Inspection. In this table, the unit is the establishment and not the certificate or the number of boilers.]

COUNTY.	FACTORIES IN WHICH BOILERS ARE—			Hotels, institutions, office buildings, etc.
	Insured.	Not insured.	Total.	
Albany.....	170	24	194	7
Allegany.....	11	13	24	1
Broome.....	68	14	82	1
Cattaraugus.....	51	18	69	1
Cayuga.....	36	3	39	1
Chautauque.....	78	60	138	1
Chemung.....	42	4	46	1
Chemung.....	26	7	33	1
Clinton.....	14	.....	14	1
Columbia.....	43	6	49	1
Cortland.....	29	11	40	.....
Delaware.....	47	10	57	.....
Dutchess.....	63	8	71	1
Erie.....	144	12	156	1
Essex.....	23	3	26	.....
Franklin.....	68	13	81	1
Fulton.....	36	2	38	.....
Genesee.....	20	1	21	.....
Greene.....	82	13	95	.....
Herkimer.....	74	24	98	1
Jefferson.....	16	6	22	.....
Lewis.....	27	2	29	.....
Livingston.....	38	9	47	.....
Madison.....	234	15	249	27
Monroe.....	76	4	80	1
Montgomery.....	22	23	45	4
Nassau.....	68	4	72	.....
Niagara.....	175	29	204	5
Oneida.....	130	5	135	3
Onondaga.....	84	2	86	.....
Ontario.....	86	17	101	2
Orange.....	20	12	32	.....
Orleans.....	59	18	77	.....
Oswego.....	30	10	40	2
Otsego.....	7	3	10	.....
Putnam.....	15	.....	15	1
Queens.....	139	29	168	2
Rensselaer.....	26	8	33	.....
Rockland.....	60	7	66	.....
St. Lawrence.....	76	9	85	3
Saratoga.....	17	4	21	1
Schenectady.....	12	4	16	1
Schoharie.....	6	.....	6	.....
Schuyler.....	28	3	31	.....
Seneca.....	35	22	57	.....
Steuben.....	42	34	76	3
Suffolk.....	9	8	17	.....
Sullivan.....	18	25	43	.....
Tioga.....	24	20	44	.....
Tompkins.....	62	32	94	1
Ulster.....	28	2	30	.....
Warren.....	39	6	45	2
Washington.....	54	9	63	1
Wayne.....	77	18	95	2
Westchester.....	21	1	22	1
Wyoming.....	10	4	14	.....
Yates.....	.....	.....	.....	.....
Total.....	2,971	653	3,624	80

# INDUSTRY CLASSIFICATION

Oct. 1, 1904—Sept. 30, 1905.

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## GROUPS.

- I. STONE, CLAY AND GLASS PRODUCTS.
- II. METALS, MACHINES AND CONVEYANCES.
- III. WOOD MANUFACTURES.
- IV. LEATHER AND RUBBER GOODS.
- V. CHEMICALS, OILS, PAINTS, ETC.
- VI. PAPER AND PULP.
- VII. PRINTING AND PAPER GOODS.
- VIII. TEXTILES.
- IX. CLOTHING, MILLINERY, LAUNDRY, ETC.
- X. FOOD, LIQUORS AND TOBACCO.
- XI. WATER, LIGHT AND POWER DISTRIBUTION.
- XII. BUILDING INDUSTRY.
- XIII. WAREHOUSING.

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## GROUP I.

### STONE, CLAY, AND GLASS PRODUCTS.

#### 1. STONE.

- (a) Crushed stone.  
(Includes trap rock).
- (b) Cut stone.  
(For buildings, monuments, tombstones, etc.).
- (c) Hones, slates, mosaics, etc.  
Blackboards of slate.  
Pumice stone.  
Soapstone.

#### 2. MISCELLANEOUS MINERAL PRODUCTS.

- (a) Asbestos, graphite, etc.  
Carbons.  
Gas mantles.  
Mica.  
Talc.
- (b) Abrasives.  
Emery, carborundum, sandpaper, etc.

#### 3. LIME, CEMENT AND PLASTER.

- (a) Asphalt.
- (b) Cement and lime.
- (c) Plaster (wall and land).
- (d) Sifted sand.  
Foundry facings.
- (e) Artificial stone.
- (f) Plaster casts and ornaments.

#### 4. BRICK, TILE AND POTTERY.

- (a) Building brick.

## (b) Terra cotta and fire-clay products.

Alignum.	Flue, furnace and stove linings.
Chimney tops.	Gas retorts.
Crucibles.	Mosaics (ceramic).
Enameled brick.	Sewer pipe.
Fire brick.	Tile.
Fire proofing material, n. e. s.	

## (c) Pottery products.

China ware.	Porcelain.
Crockery.	Stone ware.
Earthen ware.	Yellow ware.

## 5. GLASS.

## (a) Building glass.

Cathedral, decorated, obscured, opalescent, plate, stained, window and wire glass; glass signs.

## (b) Beveled glass and mirrors.

## (c) Pressed, blown and cut glassware.

Bulbs.	Shades.
Chimneys.	Stoppered work.
Globes.	Tableware.
Lamps.	Tubes.
Opal ware.	Vault lights.

## (d) Bottles and jars.

Carboys.	Flasks.
Demi-johns.	Insulators of glass.
Druggists' glassware.	Prescription ware.

## (e) Cleaning and packing bottles.

## GROUP II.

## METALS, MACHINES AND CONVEYANCES.

## 1. GOLD, SILVER AND PRECIOUS STONES.

## (a) Silver and plated ware.

## (b) Gold and silver refining.

Assaying.  
Smelting.

## (c) Gold, silver and aluminum leaf.

## (d) Gold and silver watch cases.

## (e) Jewelry, gold pens, etc.

## (f) Lapidary work.

Diamond cutting, mounting, polishing, setting.

## 2. COPPER, LEAD, ZINC, ETC.

## (a) Smelting and refining.

Babbitt metal.  
Solder.  
Spelter.

## (b) Copper work.

## (c) Brass and bronze castings.

Bells.  
Foundry work.

## (d) Gas and electric fixtures (brass).

## (e) Brass and bronze ware, n.e.s.

## (f) Sheet metal work.

Cornices.	Metal stamping.
Enameled ware.	Sheet iron work.
Galvanized iron.	Stencils.
Granite ware.	Tinsmithing.
Japanned ware.	Tinware.

(g) Metal goods, not elsewhere specified.

Aluminum.	Nickel plating.
Glove fasteners.	Tinfoil.
Hooks and eyes.	Toys (metal).
Lead (sheets, shot, pipe).	Zinc statuary, &c.

3. IRON AND STEEL PRODUCTS.

(a) Ore crushing, etc.

(b) Pig iron.

(Blast furnaces).

(c) Rolling mills and steel works.

Bloomeries.	Rails.
Forgings.	Rods.
Horse shoes.	Skelp.
Nails.	Wire rods.
Plates.	

(d) Bridges and structural iron.

Safes and vaults.

(g) Hardware, n.e.s.

(Brass hardware: II. 2. e.)

Locks, screws, traps.

(h) Cutlery.

(i) Tools and dies.

(k) Fire arms.

(m) Metal beds and bed-springs.

Wire mattresses.

(n) Wire work, n.e.s.

Bird cages, hat frames, wire  
cloth, fences, netting, etc.

(p) Car wheels and railway equipment.

Air brakes.	Springs.
Axles.	Switches.
Couplers.	Trucks (car).

(q) Architectural and ornamental iron work.

Cast iron columns, lintels, &c.	Gates and grilles.
Doors.	Iron railings.
Elevators.	Stairs, iron.
Fire escapes.	

(r) Cooking and heating apparatus.

Car heaters.	Stoves.
Furnaces.	Stove castings.
Ovens.	Tanks.
Radiators.	Ventilators.
Ranges.	

(s) Typewriting and registering machines.

Car registers.  
Cash registers.

(t) Stationary engines, boilers, etc.

Fire engines, gas engines, marine engines.

(u) Machinery not otherwise classified.

(v) Castings (iron foundry products).

4. ELECTRICAL APPARATUS.

(a) Telegraph, telephone, fire-alarm apparatus.

Annunciators.	Switchboards.
Bells (electric).	Tickers.
Patrol alarms.	Transmitters.

- (b) Incandescent lights.  
(c) Dynamos, motors, and electrical supplies.

## 5. VEHICLES.

- (a) Carriages, wagons and sleighs.  
(Except children's carts and wagons-III. 4. e.)
- (b) Blacksmithing and wheelwrighting.  
Horseshoeing. Vehicle wheels.
- (c) Cycles.  
Also parts, except wheels.
- (d) Motor vehicles.  
Automobiles, &c.
- (e) Cars.  
Except railway shops.
- (f) Locomotives.  
Except railway shops.
- (g) Railway repair shops.  
The building and repairing of cars and locomotives by railway companies.

## 6. BOAT AND SHIP BUILDING.

## 7. AGRICULTURAL IMPLEMENTS.

- |                                 |                            |
|---------------------------------|----------------------------|
| Artesian well boring tools.     | Hoes.                      |
| Cane mills.                     | Incubators.                |
| Cider mills.                    | Lawn mowers.               |
| Coffee (plantation) machinery.  | Lime spreaders.            |
| Cotton choppers, gins, presses, | Milk testers.              |
| sweepers.                       | Pumps (hand, horse).       |
| Dairy apparatus.                | Rice machinery.            |
| Ditching machines.              | Road graders and scrapers. |
| Ensilage cutters, elevators.    | Rollers.                   |
| Evaporators.                    | Scoops.                    |
| Fence machines.                 | Scythes.                   |
| Gardening implements.           | Shovels and spades.        |
| Grinding mills.                 | Sickles.                   |
| Grubbing machines.              | Wind mills.                |

## 8. INSTRUMENTS AND APPLIANCES.

- (a) Professional and scientific instruments.
- |                                       |                       |
|---------------------------------------|-----------------------|
| Barometers.                           | Nautical instruments. |
| Dental appliances.                    | Surgical instruments. |
| Engineers and surveyors' instruments. | Thermometers.         |
- (b) Optical and photographic apparatus.
- |              |              |
|--------------|--------------|
| Cameras.     | Lenses.      |
| Eye glasses. | Microscopes. |
- (c) Lamps, reflectors, stereopticons, etc.
- (Except glass lamps—I, 5, d. and incandescent lamps—II, 4, b).
- Calcium lights.
- Lanterns.
- Locomotive headlights.
- Railway signal lamps.
- (d) Clocks and time recorders.
- (e) Scales, meters, phonographs, etc.
- Balances.
- Gas and water meters.
- Slot machines.

## GROUP III. WOOD MANUFACTURES.

### 1. SAW MILL PRODUCTS.

(Including kindling wood).

### 2. PLANING MILL PRODUCTS.

#### (a) House trim.

Sash, doors, blinds, &c.

#### (b) Packing boxes, crates, etc.

(Including grape baskets).

#### (c) Cigar and fancy wood boxes.

### 3. COOPERAGE.

Barrels, hogsheads, kegs, pails, tubs, etc.

### 4. WOOD TURNED AND CARVED.

#### (a) Canes, umbrella sticks, etc.

(Umbrellas—IX, 5, c).

#### (c) Wooden toys and novelties.

Advertising signs.

Bicycle specialties (wood).

Blackboards (wood).

Blocks (children's).

Checkers and chessmen.

Dominoes.

Express wagons (children's).

Fishing rods.

Games.

Rulers.

Sleds.

Velocipedes.

Yardsticks.

#### (e) Other articles and appliances of wood.

Agricultural woodwork (drill heads, plow handles, tongues, trees, etc.).

Artificial limbs.

Barrel covers.

Blocks (wall-paper printing).

Blocks (pulley and tackle).

Car woodwork.

Carriage woodwork.

Clothes pins.

Curtain poles.

Duster handles.

Flag poles.

Hames.

Hamper bottoms.

Hat blocks.

Hub blocks (wheel).

Ladders.

Lasts.

Loom parts and repairs (battens, bobbins, frames, beddles, reeds, shuttles).

Mallets.

Map rolls.

Patterns.

Pipe (water pump, etc).

Plane handles.

Plates (wood or pulp).

Pulleys.

Saw handles.

Scroll sawing.

Spokes.

Veneer goods.

Wagon woodwork.

Wood carving.

Wood turning.

Woodenware.

### 5. FURNITURE AND CABINET WORK.

#### (a) Furniture and upholstery.

Includes barbers and dentists' chairs; excludes metal furniture.

#### (b) Caskets.

(Includes undertakers' supplies).

#### (c) Store, office and kitchen fixtures.

Bank fixtures.

Billiard and pool balls and tables.

Bowling alleys and supplies.

Butchers' fixtures.

Church and hall seatings.

Druggists' fixtures.

Refrigerators.

Saloon fixtures.

Show cases.

Telephone booths.

Washing machines.

- (d) Mirror and picture frames.
- (e) Other cabinet work.
  - Fretwork (wood).
  - Grilles (wood).
  - Telephone backs.
  - Water-closet seats and tanks.
  - Wood mantels.
- 6. PIANOS, ORGANS, ETC.
  - (Including banjos, mandolins, guitars, etc., but not brass instruments—II, 2, e.)
- 7. BROOMS, CORK, ETC.
  - (a) Pulp and fiber goods.
    - Indurated fiber pails, etc.
  - (b) Mats and woven goods.
    - Straw goods.
    - Willow baskets.
  - (c) Brooms.
  - (d) Articles of cork.
  - (e) Pipes, tobacco.
  - (f) Fireproofing lumber.

#### GROUP IV.

#### LEATHER AND RUBBER GOODS.

- 1. LEATHER.
- 2. FURS AND FUR GOODS.
- 3. LEATHER GOODS.
  - (a) Belting, washers, etc.
    - Leather goods for manufacturers' use.
  - (b) Saddlery and harness.
    - Dashboards.
    - Fenders.
    - Whips.
  - (c) Traveling bags, and trunks.
  - (d) Boots and shoes.
  - (e) Gloves and mittens.
  - (f) Fancy leather goods.
    - Purse and small articles of leather for retail trade.
- 4. RUBBER AND GUTTA PERCHA GOODS.
  - Atomizers.
  - Combs (rubber).
  - Dental rubber.
  - Dress shields.
  - Druggists' goods (rubber).
  - Gas tubing.
  - Mackintoshes.
  - Penholders (rubber).
  - Stamps (rubber).
  - Stopples (rubber).
  - Trusses.
  - Tubing.
- 5. ARTICLES OF PEARL, HORN, BONE, HAIR, ETC.
  - (a) Pearl buttons, handles, etc.
  - (b) Articles of horn, bone, tortoise shell, etc.
    - Combs.
    - Composition buttons.
    - Knife handles.
    - Sponges.
    - Vegetable ivory.
    - Whalebone.
  - (c) Brushes.
  - (d) Mattresses, pillows, and other articles of hair, feathers, etc.

GROUP V.

CHEMICALS, OILS, PAINTS, ETC.

1. DRUGS AND CHEMICALS.

- (a) Proprietary medicines.
- (b) Sodas and other alkalies.

Alum.  
Baking powder.  
Bleaching powder.

Borax.  
Chloride of lime.  
Pearl ash.

- (d) Other chemicals and drugs.

Acids.  
Calcium carbide.  
Cream of tartar.  
Digestive ferments.  
Pharmaceutical products.

Sugar of lead.  
Sulphur.  
Tanning extracts.  
Tin crystals.

2. PAINTS, DYES AND COLORS.

- (a) Paint, varnish, etc.

Acetanelid.  
Colors in oil.  
Dryers.  
Furniture polish.  
Kalsomine.

Japans.  
Lacquers.  
Oxides of lead.  
White lead.  
Whiting.

- (b) Dyes, colors and inks.

Blacking.  
Bluing.  
Carbon paper.  
Dairy colors.

Dyewood.  
Inked ribbons (for typewriters, etc.)  
Lampblack.

- (c) Lead pencils and crayons.

3. WOOD ALCOHOL AND ESSENTIAL OILS.

Acetic acid.  
Acetone.  
Distilling wood.

Flavoring extracts.  
Glycerine.  
Linseed oil.

4. ANIMAL OIL PRODUCTS.

Beeswax candles.  
Fish oil.  
Grease, tallow, etc.

Lard oil.  
Leather and shoe dressing.  
Stearin.

5. MINERAL OIL PRODUCTS.

Coke.  
Gasoline.  
Naphtha.

Paraffine.  
Petroleum refining.  
Wax (paraffine).

6. SOAP, PERFUMERY AND COSMETICS.

Toilet powder.

7. MISCELLANEOUS CHEMICAL PRODUCTS.

- (a) Wax figures, etc.

Sealing wax.

- (b) Starch.

- (c) Glue, mucilage, etc.

Gum.

Sisings.

- (d) Fertilizers.

- (e) Matches and explosives.

Fireworks.

Gunpowder.

- (f) Celluloid and other plastics.

Also creosoted paper.



## GROUP VI. PAPER AND PULP.

## 1. BAGS, AND PAPER STOCK.

## 2. PULP AND PAPER.

- (a) Pulp mills.
- (b) Pulp and paper mills.
- (c) Paper mills.

Includes the manufacture, but not the re-working of cardboard, pasteboard, strawboard, etc.

## GROUP VII. PRINTING AND PAPER GOODS.

## 1. TYPE AND PRINTERS' MATERIALS.

Printers' rollers, steel and copper plates for engraving, etc.

## 2. PAPER GOODS.

- (a) Paper boxes and tubes.  
Ribbon blocks.
- (b) Paper bags and sacks.
- (c) Other paper goods.

Blue print paper.  
Cards (cutting, etc.)  
Cigarette tubes.  
Embossed paper and cards.  
Envelopes.

Lace or shelf paper.  
Patterns.  
Perforated paper.  
Photo mounts (card).

## 3. PRINTING AND BOOK MAKING.

- (a) Printing and publishing.  
Addressing and mailing.  
Composition (linotype) and typesetting.  
Stereotyping and electrotyping.
- (b) Bookbinding and blank-book making.  
Numbering, perforating and ruling paper.  
Photograph albums.
- (c) Lithographing and engraving.
- (d) Games and novelties.  
Sample cards and toys.

## 4. WALL PAPER.

## 5. PHOTOGRAPHY.

## GROUP VIII. TEXTILES.

## 1. SILK AND SILK GOODS.

(Except knit goods—VIII, 4.)

## 2. WOOL MANUFACTURES.

- (a) Carpets and rugs.
- (b) Felt goods.
- (c) Woolens and worsteds.

Including cotton mixed and union goods, shoddy, wool extract, wool waste.

## 3. COTTON GOODS.

Including cotton batting, netting, tape, twine and yarn, waste, etc.

## 4. HOSIERY AND KNIT GOODS.

Gloves (knit).  
Sweaters.  
Wristers, etc.

**3. OTHER TEXTILES OF SILK, WOOL, COTTON.**

(a) Dyeing, finishing, etc.

Bleaching.	Refinishing.
Mercerizing.	Sponging.
Printing.	

(b) Upholstery goods.

Upholstery bindings, braids, fringes, galloons, gimps, gorings, webbing, lace curtains, etc.

(c) Braids, embroideries and dress trimmings.

Bindings (dress).	Cords (dress).
Chenille trimmings.	Fassementerie.

**6. FLAX, HEMP AND JUTE MANUFACTURES.**

Bagging.	Linen thread.
Carpets and rugs (jute).	Rope (jute, manilla, sisal).
Cordage.	Twine.
Linen fabrics (woven or knitted).	Yarn (flax, hemp, jute).

**7. OILCLOTH, WINDOW SHADES, ETC.**

Crinoline.  
Linoieum.

**GROUP IX.**

**CLOTHING, MILLINERY, LAUNDRY, ETC.**

**1a. TAILORING.**

Men's and boys' outer garments—blouses, coats, jackets, overalls, overcoats, suits, trousers, vests, etc.

**1b. SHIRTS, COLLARS AND CUFFS.**

(Including boys' waists).

**1c. MEN'S NECKWEAR.**

**1d. SUSPENDERS AND OTHER FURNISHING GOODS FOR MEN.**

**2a. DRESSMAKING.**

Women's and girls' outer garments—cloaks, dresses, jackets, shirt waists, skirts, suits, waists, wrappers.

**2b. WOMEN'S WHITE GOODS.**

Lingerie; also handkerchiefs, pillow shams, etc.

**2c. INFANTS' WEAR.**

**2d. LADIES' NECKWEAR.**

Ruffings, ruching, etc.

**2e. CORSETS, GARTERS, ETC.**

Fans.	Leggings.
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**3. MEN'S HATS AND CAPS.**

**4a. ARTIFICIAL FEATHERS AND FLOWERS.**

**4b. MILLINERY.**

**5. MISCELLANEOUS NEEDLE WORK.**

(a) Banners, flags, quilts, etc.

(Including hand embroideries).

(b) Awnings, tents, sails, etc.

Sporting goods, n. e. s.

(c) Umbrellas and parasols.

(Umbrella sticks—III, 4, a.)

**6. LAUNDERING, CUSTOM DYEING, ETC.**

(a-1) Laundries (non-Chinese).

(a-2) Chinese laundries.

(b) Cleaning and dyeing.

## GROUP X.

## FOOD, LIQUORS AND TOBACCO.

- 1a. GRAIN HANDLING AND MILLING.  
Flour, feed and other gristmill products.
- 1b. SUGAR AND MOLASSES REFINING.
- 1c. FRUITS AND VEGETABLES, CANNING AND PRESERVING.  
Crushed and dried fruits, pickles, preserves, sauces, syrups, etc.
- 1d. COFFEE AND SPICE ROASTING AND GRINDING.  
Mustard.
- 1e. GROCERIES NOT OTHERWISE SPECIFIED.  
Chocolate and cocoa.                      Sorting beans.  
Salt.    Yeast.  
Sifting seed.
2. PROVISIONS.  
Slaughter-house and meat packing products, including fish, oysters, etc.
3. DAIRY PRODUCTS.  
Butter, cheese, condensed milk, etc.
4. BAKERY PRODUCTS, CONFECTIONERY, ETC.
  - (a) Macaroni and other food pastes.
  - (b) Crackers and biscuits.
  - (c) Bread and other bakery products.
  - (d) Confectionery and ice cream.  
Chewing gum.                      Licorice.
5. BEVERAGES.
  - (a) Artificial ice.
  - (b) Cider, grape juice, etc.
  - (c) Mineral and soda waters.
  - (d) Malt.
  - (e) Malt liquors.
  - (f) Vinous and distilled liquors.
  - (g) Bottling, n.e.s.
6. TOBACCO PRODUCTS.
  - (a) Tobacco and snuff.
  - (b) Cigars.
  - (c) Cigarettes.

## GROUP XI.

## WATER, LIGHT AND POWER.

1. WATER.
2. GAS.
4. ELECTRIC LIGHT AND POWER.
5. STEAM HEAT AND POWER.
6. GARBAGE DISPOSAL, ETC.

## GROUP XII.

## BUILDING INDUSTRY.

- A. CARPENTER SHOPS.  
Including stair building.

# B. PAINT SHOPS.

Decorating, glazing, paperhanging.

# C. PLUMBERS' SHOPS.

## GROUP XIII. WAREHOUSING. (Storage plants.)

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NEW YORK STATE DEPARTMENT OF LABOR

# NINETEENTH ANNUAL REPORT

OF THE

# BOARD OF MEDIATION AND ARBITRATION

FOR TWELVE MONTHS ENDED SEPTEMBER 30,

1905.

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TRANSMITTED TO THE LEGISLATURE MARCH 30, 1906, AS PART III OF  
THE FIFTH ANNUAL REPORT OF THE DEPARTMENT OF LABOR.

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ALBANY  
BRANDOW PRINTING COMPANY  
STATE LEGISLATIVE PRINTERS  
1906

**NEW YORK STATE BOARD OF MEDIATION AND  
ARBITRATION.**

**P. TECUMSEH SHERMAN**, Commissioner of Labor.

**JOHN WILLIAMS**, First Deputy Commissioner.

**JOHN LUNDRIGAN**, Second Deputy Commissioner.

**BUREAU OF MEDIATION AND ARBITRATION.**

**JOHN LUNDRIGAN**, Deputy Commissioner, in charge.

**THOMAS A. BRANIFF**, Assistant Deputy Commissioner.

**ROBERT W. HAWTHORNE**, Mediator of Industrial Disputes.

**CHARLES F. MILLER, JR.**, Clerk.

# STATE OF NEW YORK.

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No. 62 C.

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## IN ASSEMBLY,

MARCH 30, 1906.

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### NINETEENTH ANNUAL REPORT

OF THE

### BOARD OF MEDIATION AND ARBITRATION.

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STATE OF NEW YORK,

DEPARTMENT OF LABOR,

ALBANY, March 29, 1906.

*To the Speaker of the Assembly:*

SIR.—In accordance with the provisions of chapter 9 of the Laws of 1901 and article 10 of chapter 415 of the Laws of 1897, I herewith transmit to the Legislature, as part of the fifth annual report of the Department of Labor, the report of the Bureau of Mediation and Arbitration for the twelve months ended September 30, 1905, constituting the nineteenth annual report of the State Board of Mediation and Arbitration.

Yours respectfully,

P. TECUMSEH SHERMAN.

*Commissioner.*



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## I.

### ANNUAL REPORT OF THE BOARD OF MEDIATION AND ARBITRATION.

---

For the twelve months ending September 30, 1905, the Board of Mediation and Arbitration has to report that all of its functions and duties prescribed by law have been performed through the Bureau of Mediation and Arbitration. This has been rendered necessary owing to the fact that it is composed of officials who are engrossed in other departmental duties which would necessarily be neglected in proportion to the time given the work of the Board.

Owing to the increasing tendency in the direction of trade agreements and the establishment of methods of mediation, conciliation and arbitration by or through local organizations of employers and employees, the occasions for this Board to exercise the function of arbitration are fast disappearing. A more effective method of dealing with such matters is that followed by the Bureau of Mediation and Arbitration in encouraging disputants to agree on arbitrators of their own selection whose peculiar experience or knowledge may render them fit judges of the questions at issue.

The ordinary work of investigation into disputes is now being satisfactorily performed by the Bureau of Mediation and Arbitration.

If it should ever become necessary or advisable to exercise the full powers and authority of the Board through the function of public investigation, it would be preferable if some other official could be substituted for the First Deputy Commissioner of Labor, for the reason that his administrative duties as head of the Bureau of Factory Inspection prevent his giving any material time or attention to other matters. The work of the Board through the Bureau of Mediation and Arbitration is now being directed by the Second Deputy Commissioner of Labor.

The Board has no recommendations to offer which would require action by the Legislature, for the reason that we believe it now possesses all of the necessary powers of supervision over or inquiry into industrial disputes compatible with existing conditions.

The experience of the Bureau has been that the most potent agent for preventing or settling industrial disputes must be of a local rather than general character. In other words, it is nearly always possible to establish uniform conditions in any industry or trade in a given locality or neighborhood, whereas it is often unjust or impossible to impose such conditions generally.

We therefore consider it wise and necessary that, without in any way interfering with or restraining the growth or amalgamation of national or international organizations, the question of regulating relations between employers and employed ought so far as practicable to be confined to localities that regulate or influence competition, which, together with supply and demand, must exercise a powerful influence on terms and conditions of employment. Consequently this Bureau has determined to make a special effort to encourage the establishment of local agencies or boards of mediation, conciliation or arbitration in localities where such do not now exist, thereby limiting or eliminating occasion for interference by the State Board or Bureau of Mediation and Arbitration, and removing any possible objection to outside or official interference, at the same time subjecting the parties to every dispute to the most potent factor in regulating our affairs, which is "Public Opinion."

The basis of this method of dealing with industrial disputes will necessarily be mutual collective bargaining or trade agreements, which has of itself been the most effective agency for the satisfactory adjustment of industrial conditions between employer and employed.

It will be imperatively necessary that we have the co-operation and assistance of those interested in maintaining industrial peace, in this enterprise, as it goes without saying this effort will only succeed in so far as those at direct interest support it. It will at least give both employers and employees an opportunity to demonstrate whether or not they individually and collectively are willing to try some other agency than that of strikes and lock-outs; in other words, substitute reason for force in adjusting differences or disputes of an industrial character, which, while usually causing loss and inconvenience to the direct parties to the dispute almost always cause greater loss or inconvenience to the general public. Should this plan prove a partial or total failure the Bureau will still be in a position to exercise all of the powers conferred by statute, especially that of public investigation.

The work of the Bureau has been elaborated during the year, especially as relates to the collection of statistical information and data of strikes, lockouts, industrial agreements, etc., all of which is available and will be furnished to anyone making inquiry. This must not be understood to mean anything of a confidential or personal nature, such as names of persons, etc., as such matters are always considered confidential.

While our quarterly bulletins, annual report and accompanying tables would indicate that the service of the Bureau is seldom invoked, the facts are that we are in daily receipt of requests for advice, information, etc., as well as giving personal attention to current disputes where circumstances appear to warrant.

We desire to gratefully acknowledge the general and generous co-operation of industrial organizations and their individual officers and the uniform promptness and lucidity with which they have complied with our verbal or written requests for industrial data or information.

Detailed report of industrial disputes, agreements, etc., follows:

(Signed)

P. TECUMSEH SHERMAN,  
JOHN WILLIAMS,  
JOHN LUNDRIGAN,

*Board of Mediation and Arbitration.*

TABULAR SUMMARY OF WORK OF BOARD OF MEDIATION AND ARBITRATION, 1905.

Date of dispute.	Locality.	Trade directly concerned.	Total employees involved.	Intervention requested by—	Nature and result of Board's action.	Mode of settlement where Board's action did not settle dispute.	Close of
March 7	New York City.	Street railway employees (elevated and subway).	5,200	.....	Services of board tendered to both parties declined by employers. No reply from employees.	Strikers were replaced by new men or returned to work.	March 14
March 29	Glens Falls.	Plumbers.	28	.....	Intervention of representative of Board resulted in conference of officials of employers' association and union and agreement. No strike.	.....	April 1
April 25	New York City.	Excavators and rockmen.	1,181	.....	Investigation by representative of Board.	Strikers were replaced by new men or returned to work.	June 15
April 27	Troy.	Collar starchers.	2,240	Employees.	Intervention of Board's representatives led to conference of committees. No settlement.	Pending at close of report.	.....
May 1	Albany.	Masons' laborers.	275	Employees.	Conferences of representatives of employers' association, the union and Central Federation of Labor arranged by representative of Board, resulting in settlement.	.....	May 6
June 8	New York City.	Foundrymen's helpers.	587	.....	Conference of committees from union and employers' association arranged and attended by representative of Board. Settlement effected.	.....	July 15
July 10	New York City.	Pantsmakers.	16,000	.....	Final step in negotiations, viz.: negotiations with individual manufacturers by contractors' association, which had conceded union's demands, suggested by representative of Board.	Direct negotiations between representatives of union and contractors' association and between latter and individual manufacturers.	Aug. 5
August 4	New York City.	Bakers.	1,665	.....	Conferences of employers with union committee arranged by representative of Board. Unsuccessful.	In 126 out of 155 shops negotiations of union committee with individual employers; in others strikers were replaced by new men or returned to work.	Aug. 19

Sept. 6	New York City. Mail wagon drivers.....	150	.....	Conference between postmaster of New York City and president of council of team drivers' unions arranged by representative of Board. Settlement effected.	.....	Sept. 30
Sept. 12	New York City. Blacksmiths' helpers.....	12	Both parties.	Arbitration by representative of Board on submission by agreement between representatives of employers' association and the union. Strike settled.	.....	Sept. 25

† The only case of intervention before suspension of work.

## II.

### STATISTICS OF STRIKES AND LOCKOUTS.

For the year ended September 30, 1905, the Bureau of Mediation and Arbitration recorded 154 strikes and lockouts\* in the State, in which 52,564 employees were directly concerned as participants and 22,053 were indirectly involved by being temporarily thrown out of employment, making a total of 74,617 employees affected, who lost on account of the disputes 1,155,296 days of working time, 800,075 days for those directly and 355,221 for those indirectly affected. A comparison of these figures with those for previous years is shown in the following table:

STRIKES AND LOCKOUTS IN NEW YORK STATE, 1901-1905.

YEAR ENDED SEPT. 30—	NO. OF EMPLOYEES INVOLVED.			NO. OF WORKING DAYS LOST.			
	Number.	Directly.	Indirectly.	Total.	Directly.	Indirectly.	Total.
1901 (9 mos.)..	126	22,097	22,846	44,943	497,596	317,501	815,097
1902.....	142	34,389	3,681	38,070	502,774	70,511	573,285
1903.....	202	190,133	18,258	118,391	3,473,091	685,653	4,158,744
1904.....	124	57,308	51,225	108,533	1,840,554	1,658,907	3,499,461
1905.....	154	52,564	22,053	74,617	800,075	355,221	1,155,296

There were more disputes this year than last but fewer than in 1903. The number of workpeople involved in disputes was very much smaller this year than in either 1904 or 1903, while the amount of working time lost this year was but a fraction of the total for either of the two preceding years. In general, therefore, the year 1905 witnessed much less disturbance of peaceful industrial relations than either 1903 or 1904, though more, as the above table shows, than the year 1902.

#### DURATION OF DISPUTES.

This year's record, as compared with that of either of the last two years, is most strikingly favorable in the matter of working time lost; the total for this year being not only very much smaller absolutely but also in proportion to the number of employees involved so that while the average number of days lost per employee affected was 35 in 1903 and 32 in 1904, the average this year was only 16. If this year's disputes be classified ac-

\* It is the rule of the Bureau not to record a dispute involving less than ten employees except when such a dispute acquires some importance by reason of long duration.

cording to their actual duration in working days as in the table below it appears that nearly two-thirds of the total time lost (737,220 out of 1,155,296 days) is accounted for by four disputes, viz.: one which lasted 47 weeks (being at once the largest as well as longest dispute of the year), one pending at the close of the report year which had lasted 22 weeks up to that time, one which lasted four weeks (the other two in that class having been small disputes which together occasioned the loss of only 3,406 days) and one which lasted 23 days or practically 4 weeks also.

DURATION OF DISPUTES.	Number of disputes.	Employees directly concerned.	Total working-days lost.
1 day.....	12	614	3,018
2 days.....	12	794	2,035
3 days.....	4	2,235	6,705
4 days.....	7	259	4,300
5 days.....	7	503	1,535
6 days (1 week).....	14	968	5,676
7 days.....	8	5,625	39,459
8 days.....	4	228	1,824
9 days.....	4	430	4,966
10 days.....	3	1,570	17,200
11 days.....	2	64	732
12 days (2 weeks).....	8	930	14,484
13 days.....	3	98	1,014
14 days.....	4	1,982	34,438
16 days.....	1	1,000	16,000
17 days.....	1	132	2,244
18 days (3 weeks).....	3	163	2,934
19 days.....	1	90	1,710
20 days.....	1	210	4,200
21 days.....	2	279	6,961
22 days.....	1	40	1,540
23 days.....	1	8,355	110,220
24 days (4 weeks).....	3	4,330	195,406
25 days.....	2	175	5,375
26 days.....	1	289	7,514
27 days.....	2	170	405
29 days.....	1	16	464
30 days (5 weeks).....	2	45	2,790
31 days.....	1	224	6,944
32 days.....	3	348	16,144
33 days.....	1	38	1,254
34 days.....	1	13	442
36 days (6 weeks).....	1	700	12,600
38 days.....	1	44	0
39 days.....	1	45	1,755
40 days.....	1	305	9,585
41 days.....	1	25	2,900
42 days (7 weeks).....	1	18	756
45 days.....	2	1,266	28,000
48 days.....	2	182	7,680
49 days.....	1	12	588
54 days (9 weeks).....	1	23	22,410
55 days.....	1	15	100
60 days.....	1	47	3,660
63 days.....	1	21	1,200



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DURATION OF DISPUTES.	Number of disputes.	Employees directly concerned.	Total working-days lost.
75 days.....	1	1,421	27,800
84 days (12 weeks).....	1	120	10,080
113 days.....	1	60	46,330
115 days.....	1	23	2,231
165 days.....	1	100	5,000
263 days.....	1	38	6,900
284 days (47 weeks).....	1	14,635	325,000
Pending.....	*12	1,247	120,788
Total.....	154	52,564	1,155,296

#### PRINCIPAL DISPUTES.

The four disputes which have been referred to above were the leading ones this year and some particulars in regard to them and in regard to the 11 others in which the total of time lost was 10,000 or more days (taken from general table I) are given in the table opposite, the disputes being listed in the order of their importance as measured by aggregate time lost. Further details concerning each of these except that at Rifton will be found in the accounts given in Chapter III. These fifteen disputes together account for three-fourths of the employees directly involved in strikes and lockouts this year, for nearly nine-tenths of those indirectly affected, and for 85 per cent of the total time lost.

\*Of the 12 disputes pending at the close of this report, up to Sept. 30, 1905, one had lasted 26 weeks, one 22 weeks, one 17 weeks, one 11 weeks, three 7 to 8 weeks, four 2 to 3 weeks, and one 2 days, but none of these involved any large number of strikers or occasioned the loss of more than 2,700 days during the report year save the one which had lasted 22 weeks and which involved 640 employees and had caused the loss of 110,000 days' time on September 30.

## PRINCIPAL LABOR DISPUTES IN 1905.

Locality.	Trades. (Trades affected indirectly are italicized.)	Date.	Duration, weeks.	EMPLOYEES INVOLVED.		ESTIMATED DAYS OF TIME LOST BY EMPLOYEES.	
				Directly.	Indirectly.	Directly concerned.	Indirectly affected.
1. New York City.	Carpenters, derrickmen, electrical workers, elevator constructors, lathers, marble cutters, molders, painters, plasterers, plumbers, stone cutters, the layers, waterproof workers, bricklayers, building material handlers, <i>log-holding engineers, marble workers, wood carvers, helpers and laborers.</i>	Aug. 8 '04-July 4 '05. July 10-August 5.....	47 4	14,635 4,000	3,891 12,000	1250,000 48,000	175,000 144,000
2. New York City.	Pants makers and finishers.....	Aug. 8 '04-July 4 '05.....	47	14,635	3,891	1250,000	175,000
3. New York City.	Excavators and rockmen, engineers, rock drillers, tool sharpeners, and drivers.....	July 10-August 5.....	4	4,000	12,000	48,000	144,000
4. Troy, N. Y.	Collar starchers and <i>other laundry hands.</i>	May 6-June 1.....	4	8,855	600	101,820	8,600
5. Glens Falls, N. Y.	Cement burners and <i>laborers.</i>	April 27-May 1.....	4	640	1,600	72,000	38,000
6. New York City.	Elevated railway and subway employees.	Nov. 15 '04-Mch. 25 '05.	19	60	350	6,780	39,550
7. New York City.	Cap makers.....	March 7-14.....	1	5,200	.....	2,410	8,955
8. New York City.	Excavators, rockmen and others.....	Dec. 22 '04-Mch. 20 '05.	12	1,491	.....	5,200	2,410
9. New York City.	Bakers, carriers and <i>delivers.</i>	April 24-June 15.....	21	1,181	.....	1,421	27,800
10. Riffon, N. Y.	Carpet printers, fillers and <i>others.</i>	August 4-19.....	2	1,185	500	24,000	7,000
11. New York City.	Cornice makers, metal ceiling workers, sheet-iron workers and tin roofers.....	May 3-July 5.....	9	23	392	16,310	21,168
12. New York City.	Cloak makers.....	Sept. 1-12.....	13	1,500	.....	16,500	16,500
13. New York City.	Molders helpers and iron molders.....	February 10-28.....	2	1,000	.....	16,000	16,000
14. New York City.	Glaziers.....	June 8-July 15.....	5	287	300	1,587	3,600
15. New York City.	Paper box makers.....	Jan. 8-Feb. 15.....	8	700	.....	12,400	12,400
16. New York City.	Paper box makers.....	Oct. 11, '04-Jan. 16 '05.	14	120	.....	10,080	10,080

† Time lost during present report year. The total time lost was 654,000 days directly and 125,000 indirectly, of which 400,000 directly and 50,000 indirectly were included in last year's report (p. 35) as time lost up to September 30, 1904.

\* Pending at close of year; time lost is to September 30 only.

### III.18 NEW YORK STATE DEPARTMENT OF LABOR.

#### SIZE OF DISPUTES.

The above list contains all but one of the 12 disputes of the year in which 500 or more workpeople were direct participants. A classification of all of this year's disputes according to size as indicated by number of direct participants, compared with a similar one for last year shows that while there were 12 this year out of 154 in which 500 or more employees were on strike or locked out, last year there were 17 such out of a total of 124. In both years disputes in the class with from 20 to 49 employees directly involved were most numerous but the proportion of such is noticeably larger this year than last, thus:

Employees directly involved.	DISPUTES.			
	1905.		1904.	
	Number.	Per cent.	Number.	Per cent.
1-9.....	.....	.....	1	0.8
10-19.....	26	16.9	21	16.9
20-49.....	54	35.0	30	24.2
50-99.....	22	14.3	25	20.2
100-199.....	24	15.6	18	14.5
200-499.....	16	10.4	12	9.7
500-999.....	2	1.3	17	13.7
1,000 +.....	10	6.5		
Total.....	154	100.0	124	100.0

#### DISPUTES BY INDUSTRIES.

The following table shows the distribution of strikes and lock-outs in 1905 by industries. The figures for the different branches of these industry groups may be seen in general table II.

INDUSTRY.	Number of disputes.	NUMBER OF EMPLOYEES.			Working time lost (days).
		Directly con- cerned.	Indi- rectly affected.	Total.	
1. Stone, clay and glass products.....	13	2,919	564	3,483	64,659
2. Metals, machines and conveyances.....	26	1,665	1,516	3,181	50,674
3. Wood manufactures.....	7	1,015	.....	1,015	20,395
4. Leather and rubber goods.....	3	177	55	232	4,998
5. Paper and pulp.....	1	40	30	70	1,540
6. Printing and paper goods.....	13	941	326	1,267	23,192
7. Textiles.....	7	835	652	1,487	32,682
8. Clothing, millinery, laundry.....	11	7,953	13,672	21,625	364,037
9. Food, liquors and tobacco.....	8	2,038	508	2,546	37,459
10. Water, light and power.....	1	19	.....	19	19
11. Building industry.....	53	29,036	4,730	33,766	513,677
12. Transportation.....	9	5,658	.....	5,658	41,946
14. Trade.....	2	268	.....	268	18
Total.....	154	52,564	22,053	74,617	1,155,296

Disputes were most numerous and involved the largest numbers and caused the greatest loss of working time in the building industry. Most conspicuous in that industry, of course, was the general controversy in New York City which held over from last year. The large strike of excavators and rockmen in the metropolis in May also contributed heavily to the large totals for the industry. After the building industry, group 2, metals, machines and conveyances, is next most prominent for *number* of disputes but as nearly all of these were relatively unimportant (one only—the molders' helpers in New York City—appears in the table of leading disputes above and only two others involved the loss of over 3,000 days' time), the number involved and time lost in this group both fall far below the totals for the clothing industry (9), although the latter had less than half as many disputes as the metals and machinery group. Four large disputes served to make the clothing industry conspicuous next after the building industry for number of employees involved and time lost in labor disputes, namely, those of pants makers, cap makers and cloak makers in New York City and of collar starchers in Troy, all of which appear in the table of principal disputes above. The building and clothing industries were affected by disputes to a degree far beyond any of the others. Among the latter, however, the transportation industry (13) is most prominent for numbers involved, on account of the strike of 5,200 elevated and subway employees in the metropolis, and the stone, clay and glass industries (1) stand first in the amount of lost time on account of the protracted dispute of the Glens Falls cement workers in which 46,000 days' time was sacrificed. The printing industry is noticeable for number of disputes because of eight strikes in cities of the central and western part of the State incident to the printers' movement to inaugurate the eight-hour day for book and job offices after 1905.

#### DISPUTES BY LOCALITIES.

By reference to the table of principal disputes above it will be seen that all but three of the fifteen therein occurred in New York City. There were altogether this year 61 disputes in the metropolis or 40 per cent of the whole number (154) in the State as compared with 42 out of 124, or 34 per cent last year. The summary below, made up from General Table VI, contains all the localities in which this year there were as many as 1,000 employees affected by disputes or as much as 10,000 days' of

### III.20 NEW YORK STATE DEPARTMENT OF LABOR.

working time lost. It is noticeable that Buffalo and Rochester, the two largest cities in the State after New York City, do not appear in this list.

#### LOCALITIES MOST AFFECTED BY DISPUTES IN 1905.

LOCALITY.	Disputes.	EMPLOYEES AFFECTED		AGGREGATE DURATION: WORK-DAYS LOST BY THOSE—		
		Directly.	Indirectly.	Directly concerned.	Indirectly affected.	Total.
New York State.....	154	52,564	22,053	800,075	355,221	1,155,296
New York City.....	61	44,784	18,331	655,900	243,866	899,766
Troy.....	3	930	1,630	72,880	38,660	111,540
Glens Falls.....	1	60	350	6,780	39,550	46,330
Rifton.....	1	23	392	1,242	21,168	22,410
Syracuse.....	7	487	59	10,091	838	10,929
Albany.....	5	597	634	3,836	3,775	7,611
Fishkill-on-Hudson.....	1	1,700	.....	5,100	.....	5,100

#### CAUSES AND RESULTS OF DISPUTES.

The disputes of 1905 are classified by causes in the following summary which further subdivides the disputes under each cause according to whether they were won by employers or by workmen, or resulted in a compromise.

CAUSE OR OBJECT.	NUMBER OF DISPUTES WITH EMPLOYEES DIRECTLY CONCERNED—			TOTAL NUMBER OF—		
	Won by employers.	Won by workmen.	Compromised.	Disputes.	Employees directly concerned.	Days' work lost by those directly concerned.
Increase of wages.....	(18) 1,938	(13) 6,544	(24) 5,131	55	13,613	162,478
Reduction of wages.....	(5) 238	(1) 45	(2) 73	8	356	8,112
Reduction of hours.....	(5) 1,672	(7) 813	(7) 1,563	19	4,048	67,573
Trade unionism.....	(16) 1,279	(16) 852	(14) 10,769	46	12,900	255,089
Employment of particular persons.....	(4) 678	(1) 16	(2) 120	7	814	7,584
Working arrangements.....	(7) 362	(4) 436	.....	11	798	10,946
Payment of wages.....	.....	(2) 65	.....	2	65	305
Sympathetic.....	(1) 30	.....	(1) 29	2	59	1,048
Miscellaneous.....	(3) 19,889	(1) 22	.....	4	19,911	286,940
Total.....	(59) 26,086	(45) 8,793	(50) 17,685	154	52,564	800,075

The class of "miscellaneous" causes shows the greatest number of employees directly concerned and the greatest loss of time by them for the reason that the general building and the Interborough Railway disputes in New York City are assigned thereto. In the former controversy the question of the violation of an arbitration agreement through cessation of work was the central issue and the controversy is notable as a case of a great dispute over the interpretation of an existing agreement rather than a question of the terms of future employment. In the Interborough dispute the mode of determining qualifications for employment was perhaps the most prominent question at issue

although wages and hours were also involved and the fact that certain of the unions were violating an existing agreement by the strike served to aggravate the differences. The most frequent subject of dispute, as is usual in prosperous times, was increase of wages. Nearly as many disputes, directly involving nearly as many employees, and causing a greater loss of time by them, arose over trade unionism in one aspect or another, most often the general issue of "open" or "closed" shop. Following trades union issues, efforts to shorten hours of work constituted the next most prominent cause of dispute.

More complete totals as to results of disputes than those above are the following from general table IV.

RESULTS OF DISPUTES, 1905.

	Number of disputes.	Estab- lishments involved.	Employees directly concerned.	Working days lost by employees directly concerned.
Won by employers.....	59	819	26,086	402,066
Won by workers.....	45	545	8,793	105,045
Compromised.....	50	653	17,685	202,964
Total.....	154	2,017	52,564	800,075

The balance of results in the controversies of 1905 taken as a whole was decidedly in favor of employers. This does not appear so distinctly in the mere number of disputes won by each party, though employers won a third more than the employees, as in the numbers of workpeople directly concerned, three times as many of whom suffered complete defeat as were entirely successful. This latter result is due entirely to the fact that the outcome of the great building dispute in the metropolis (14,689 workmen directly concerned) must be counted as a defeat for the employees and that the Interborough strike (5,200 directly concerned) was a total failure. These two disputes which thus dominate the results for all disputes together were classed as miscellaneous in the foregoing table of causes of disputes. Reference to that table will show that the net result of disputes under the other causes was by no means the same as in the case of those two. It will be of interest, therefore, to consider results under each cause, details concerning which are given in general table III.

*Increase of wages.*—Disputes growing out of demands for higher wages resulted for the most part wholly or partially in favor of employees. Thus of 13,613 employees directly concerned in the 55 disputes for this cause 11,675 in 37 disputes won either all of their demands (6,544 in 13 disputes) or by compromising secured a portion of their demands (5,131 in 24 disputes). These

results so generally favorable to the workpeople were due chiefly to compromise advances secured in 4 brickmakers' strikes in the Hudson River Valley (2,458 strikers), partial success in the strike of 1,000 cloakmakers and complete success in the strike of 4,000 pants makers in New York City, and to 15 partly or wholly successful strikes in the building trades in various localities (2,640 employees directly concerned).

*Reduction of wages.*—Disputes due to this cause were relatively few and unimportant, except for the cement burners' strike in Glens Falls which involved a large amount of lost time on account of those indirectly affected and the fact that it lasted several months. The strikers were for the most part unsuccessful in their resistance to the proposed reductions, wages being reduced as the employers had determined in five cases directly involving 238 workers out of a total of 8 disputes with 356 direct disputants.

*Shorter hours.*—Results of the disputes arising out of efforts to shorten hours of work are not fully determined as this report is made, owing to the fact that five of the eight strikes in connection with the printers' eight-hour movement are not yet terminated. Leaving those out of account, together with one other insignificant dispute in the wood-working industry likewise not settled at the time of report, it would appear from the tabulation that in the remaining 13 disputes a majority of the strikers (1,978 out of 3,650) were partly or entirely successful. But in the case of the important strike of 1,165 bakers in New York City for a ten-hour day, the outcome really was success for 465 and failure for 700 (see general table I and account in Chapter III), so that, while the exigencies of the tabulation lead to the counting of all these strikers in the class of "compromised disputes," where the dispute considered as a whole properly belongs, if numbers of employees alone be regarded so that a division of the number in this dispute may be made, the total result for the 13 terminated disputes concerning reduction of hours appears as success for only 1,278 and failure for 1,372, that is, failure for a majority. Furthermore, the success won by the 465 bakers above referred to and also that won by 360 other New York City bakers in another strike with the same object proved in the outcome to be largely only temporary, there being subsequently a considerable reversion to longer hours, as noted in general table I. In the long run, therefore, the balance of results in the strikes for shorter hours was in favor of the employers.

*Trade unionism.*—The following table enumerates the various phases of trade unionism which were the subjects of disputes, showing also the number of cases in which each subject appeared as the chief issue.

SUBJECT.	No. of disputes.
Employment of union members only.....	21
Recognition of union.....	7
Use of "unfair" material.....	4
Re-employment of discharged union members or officers.....	4
Employment of members of rival union.....	3
Discharge of suspended or expelled members of union.....	2
Right of organization.....	2
Discharge of employee receiving less than union scale.....	1
Subletting of work to non-unionist.....	1
Withdrawal of union label by national union.....	1
Total.....	46

It is impossible to summarize results for all the disputes caused by trade union issues for the reason that in the case of the two principal disputes the results are not known at this writing. One of these is the strike of collar starchers in Troy (640 directly concerned) and the other the strike of excavators and rockmen (8,355 in number) in New York City for recognition of the union the result of which is not known because of conflicting reports from the two parties, the actual terms of settlement being kept secret. Leaving out of account these two cases and two other small disputes whose results are likewise still in doubt, it appears that out of 42 disputes over trade unionism, in 16 directly involving 1,279 employees the result was wholly in favor of the employers, in 16 with 852 direct participants the result was entirely in favor of the workpeople, while in 10 with 1,672 directly concerned there was some form of compromise.

*Employment of particular persons.*—Of seven disputes under this head, four concerned foremen (three strikes for reinstatement of discharged foremen and one lockout to enforce obedience to a new foreman), two concerned discharged employees whose fellow workmen demanded their re-employment and one was a demarcation dispute in which plumbers opposed the doing of certain work by steam fitters. These disputes resulted most often to the advantage of employers who won four, in which 678 workers were directly concerned as compared with one strike of 16 men (the demarcation dispute) won by the employees, two disputes with 120 employees directly concerned being compromised.

*Working arrangements.*—The eleven disputes over working regulations, which included such matters as substitution of piece for time work and vice versa, rearrangement of working time



without lengthening or shortening same, use of elevator to reach workrooms, mode of measuring completed piece work, etc., were all among the smaller disputes of the year. Results in these disputes were not far from evenly divided as between employers and employees, 7 disputes with 362 workers directly concerned going as victorious to the credit of the former and 4 with 436 workers to the latter.

*Payment of wages.*—The two small strikes for the payment of wages due (25 strikers in one, 40 in the other) were both promptly successful, the one lasting but a single day and the other only one day beyond a week.

*Sympathetic.*—The two small sympathetic strikes in the year's record are reckoned, according to the outcome of the original disputes (both of which were in the State of Pennsylvania) in sympathy with which the strikes were undertaken, the one as lost by the workpeople (30 strikers) the other (29 strikers) as a compromise.

*Miscellaneous.*—Of the four disputes under the heading of "miscellaneous" the two important ones—the general building trades and Interborough Railway disputes in New York City—have already been specially noticed in connection with the foregoing general summaries of the causes and results of the year's disputes. The other two were unimportant strikes (one with 54, the other with 22 men directly concerned) in New York City undertaken by bricklayers in fulfilment of a section of the agreement between their unions and the Mason Builders' Association, which provides that the men shall not work for any employer who is in debt to a member of the Mason Builders' Association. One of these disputes (that with 54 strikers) was won by the employer, the other by the strikers.

#### MODE OF SETTLEMENT.

The following table summarises, from general table V, the methods by which the disputes of 1905 were settled, so far as the settlements were known at the time of making this report.

SETTLED BY—	Number of disputes.	Employees affected (directly and indirectly).
Direct negotiations of the parties or their representatives.....	83	57,139
Return of strikers to work on employers' terms.....	26	3,251
Employment of new hands in strikers' places.....	21	8,217
Mediation or permanent conciliation agencies.....	7	1,511
Arbitration of trade boards.....	3	1,003
Arbitration of individuals.....	2	45
Mode of settlement not reported.....	12	2,851
Total.....	154	74,617

In a majority of the disputes and for more than three-fourths of the employees affected the settlement was reached through direct negotiations of the parties or their representatives. The next most frequent mode of termination of disputes was unconditional return of the employees to work on the employers' terms, but nearly as often and, owing to the fact that the Interborough Railway dispute in the metropolis was brought to an end mainly by such action, for a much larger number of workers affected, disputes were terminated by employers hiring new hands in place of those on strike.

Seven disputes were settled by mediation of third parties or by permanent conciliation agencies established in the trade. In four of these the settlement was brought about through the mediation of a member of the State Board of Mediation and Arbitration; once a village president acted as mediator; in another instance the members of another trade than the one involved in the strike, but in the same factory, used their influence with the strikers to effect a settlement; and in the seventh case (Albany stove mounters) the settlement was effected by conference of an officer of the Employers' National Association and an officer of the national union of the employees under a standing agreement (reprinted in Chapter IV, hereafter) for reference of disputes to such conciliation.

In five of the industrial disputes of 1905 arbitration was resorted to for settlement and on each occasion with success. Such arbitration occurred three times under permanent arbitration systems, twice under the General Arbitration Plan in the building trades of New York City (reprinted in Chapter IV, below), and once under the arbitration agreement between the bricklayers' union and the Mason Builders' Association in the metropolis (see the Bureau's report for 1904, p. 137). Twice individuals chosen for the occasion were the arbitrators, in one case two private citizens, one each named by the parties in dispute, in the other case a single arbitrator or umpire in the person of a representative of the State Bureau of Mediation and Arbitration. The last-mentioned is notable, as pointed out in the detailed account of it in Chapter III below, as the first case of arbitration by the State Bureau since 1902.

TABLE I.—DETAILED STATEMENT OF DISPUTES REPORTED

ESTABLISHMENTS INVOLVED.			EMPLOYERS.				DURA		
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
I. STONE CLAY									
Brick.									
CORNYMANS.....	1	1	200	Brickmakers.....	200		200	May 12-13...	2
FISHKILL AND VICINITY..	14	14	1,700	Brickmakers.....	1,700		1,700	May 1-3....	3
HAVERSTRAW.....	1		24	Bay boatmen and cooks.	24		24	May 3- June 6	30
			46	Others					
NEW WINDSOR.....	3	3	186	Brickmakers.....	186		186	May 7-8....	1
STOCKPORT.....	1	1	372	Brickmakers.....	372		372	May 22-25...	3
Cement and									
Brick.									
GLENS FALLS.									
Cement workers.....	1	1	60	Cement burners.....	60		60	Nov. 15, '04	119
			350	Laborers.....		350	350	Mar. 25, '05	
HUDSON.									
Cement quarry and works	1		80	Quarrymen.....	80		80	June 13-14...	2
			200	Cement workers.....		200	200		
NEWSBURGH.									
Plaster mill.....	1		140	Laborers and trimmers..	115		115	April 18-22...	5
			14	Coopers.....		14	14		
Glass.									
NEW YORK CITY.									
Flint glass works.....	1		54	Flint glass workers.....	23		23	July 3- Nov. 15	115
Marble and									
BUFFALO.									
Stone quarries.....	5	5	45	Quarrymen.....	45		45	Dec. 14-17, 1904.	4
ITHACA.									
Mason contractor.....	1		25	Stone cutters.....	25		25	Dec. 6, '04...	1
KINGSTON.									
Bluestone mill.....	1		44	Cutters.....	38		38	May 1, '05	263
			100	Others.				Mar. 8, '06	

‡ Not counting three weeks for annual shut-down. cOn the assumption that the 350 laborers found no work else of Statistics to have been idle all the time during the dispute and it is inferred that the others also had no other em

## IN THE YEAR ENDED SEPTEMBER 30, 1905.

AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
Directly.	Indirectly.	Total.			

## AND GLASS PRODUCTS

400	.....	400	For increase in wages of 15 cents per day.	Increase of 5 cents for sanders, truckers and wheelers and of 20 cents for pit shovelers; no change for others.	Direct negotiations of the parties. (See Chap. III.)
5,100	.....	5,100	For increase in wages of 25 cents per day.	Wages advanced 20 cents per day.	Direct negotiations of the parties. (See Chap. III.)
720	.....	720	Against the doing of work in the yard without extra pay therefor.	Men to work on barges only (wages advanced for boatmen from \$35 to \$40 and for cooks from \$40 to \$45 per month.)	Conference of employers with union committee. (See Chap. III.)
186	.....	186	For increase in wages of 25 cents per day.	Wages advanced 20 cents per day.	Direct negotiations of the parties. (See Chap. III.)
1,116	.....	1,116	For increase in wages of 20 cents per day	Wages advanced 10 cents per day for 335 strikers and 25 cents per day for 12 carters with no advance for 26 yard boys.	Direct negotiations of the parties. (See Chap. III.)

## Plaster.

6,780	239,550	46,330	Proposed reduction in wages of 25 cents per day which employees refused to accept, resulting in a lock-out.	Wages reduced 25 cents per day on condition of ten months' steady employment per year, which company guaranteed.	Conference of company's president with union committee. (Chaps. III and IV.)
*120	400	520	For increase in wages from 15 to 17½ cents per hour.	No change in wages.....	Strikers returned to work.
575	70	645	For increase of wages from \$1.50 to \$1.75 per day and change of pay-day from Monday to Saturday.	Wages advanced 15 cents per day and pay-day changed to Saturday.	Conference of representative of firm with committee of strikers arranged by representative of State Board of Arbitration.

62,231	.....	2,231	To enforce rule for annual shut-down for three weeks after the last working day in June	Strike failed.....	Conference of national union president with the firm, the latter agreeing to reemploy the strikers.
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## Stone.

180	.....	180	Against reduction in wages..	No reduction.....	Conference of employers with union committee.
25	.....	25	For payment of wages.....	Wages paid.....	Direct negotiations of the parties. Employer reports delay in payment as accidental, due to paymaster missing his train in New York City.
6,900	.....	6,900	For reduction of hours from 9 to 8 per day.	Hours reduced to 8 per day..	Conference of president of company with union committee and international union officers. Strikers were all idle to Sept. 30, but in following months found work elsewhere for part of the time.

where, the plant being closed during the dispute. Forty of the laborers are shown by the union reports to the Bureau employed though not definitely so reported.

# III.28 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
I. STONE, CLAY AND Marble and									
New York City. Marble works.....	2	2	51	Machine workers.....	51	.....	51	May 1-6.....	6
II. METALS, MACHINES Jewelry and									
New York City. Diamond working.....	1	1	55 16	Polishers..... Cutters and setters.....	55 .....	..... 16	55 16	March 6-11..	54
Diamond working.....	1	1	31 12	Polishers..... Cutters and setters.....	31 .....	..... 12	31 12	April 8-15...	7
Optical goods.....	18	.....	145	Bench hands, grinders, jobbers and repairers..	85	.....	85	April 24- June 14	45
Boiler Making									
BUFFALO. Boiler works.....	1	.....	30 80	Helpers..... Makers	30	.....	30	Feb. 11-24..	12
Shipbuilding.....	1	1	25 75	Riveters..... Helpers, etc.....	25	..... 75	25 75	Aug. 21- Oct. 6, '05.	41
GREEN ISLAND. Boiler works.....	1	1	25 40	Helpers..... Boilermakers, etc.....	25	..... 40	25 40	May 17-June 14.	25
HORNELLVILLE. Railway repair shops....	1	.....	20 717	Boiler makers..... Others	30	.....	30	Oct. 6-10.	4
NEW YORK CITY. Shipbuilding.....	2	2	37 298	Holders-on..... Others.....	37 210	..... 88	37 298	June 19- July 12.	21

\*Estimated

# BUREAU OF MEDIATION AND ARBITRATION, 1905. III.29

Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## GLASS PRODUCTS—Continued.

### Stone—Continued.

306		306	To compel observance of, (1) general arbitration agreement of the Building Trades Employers' Association in respect of employment of none but members of union, and (2) special agreement between Marble Industry Employers' Association and the union as to wages.	Strike failed, umpire deciding that neither agreement was being violated.	Arbitration by an umpire to whom the case was referred by the general arbitration board of the Building Trades Employers' Association. Work was resumed pending the decision. (See Chap. IV.)
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## AND CONVEYANCES.

### Optical Goods.

302	88	390	For increase of 30 per cent. in wages and reduction of hours from 57 to 54 per week.	Wages advanced 20 per cent. and hours reduced to 54.	Conference of firm with union committee.
217	84	301	For increase in wages and change from piece to week work.	Advance in wages and change to time work as demanded.	Conference of representatives of the Diamond Manufacturers' Association with union committee.
*3,000		2,000	For recognition of union.....	Strike failed.....	Strikers returned to work or their places were filled. (Proposed agreement in Chap. IV.)

### and Shipbuilding.

360		360	Against one hour's overtime work at regular pay instead of "time and one-half" which strikers alleged was stipulated by existing agreement.	Strike failed.....	Strikers returned to work. Strikers were organized
1,025	d1,875	2,900	For increase of 25 per cent. in piece rates or use of air pressure machines on the ground that with hand work previous earnings could not be maintained on the work in hand.	Strike failed.....	Direct negotiations of the parties. Strikers were organized.
625	1,000	1,625	For recognition of union and increase in wages.	Union recognised; compromise advance in wages.	Conferences of representatives of the firm with union shop committees and international union official. Agreement signed in form of shop rules (see Chap. IV.)
120		120	To assist boilermakers on strike in shops of same road in Pennsylvania.	Strike failed.....	Dispute never terminated byt company reported full force of new hands on Oct. 11. Strikers were organized.
6,025	264	6,289	For increase of wages from \$2.30 to \$2.50 per day for holders-on.	Wages of 9 holders-on in one establishment advanced to \$2.50; no advance for others.	Direct negotiations of the parties in case of firm which advanced wages. Strikers returned to work in other. In former firm strike began June 24.

d. From Sept. 5 when plant was closed down.

# III.30 NEW YORK STATE DEPARTMENT OF LABOR.

Table 1.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.				DURA		
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
II. METALS, MACHINES AND Foundries									
ALBANY.									
Stove foundry.....	1		23	Mounters.....	23		23	Aug. 25-Sept. 2.	8
			280	Molders, platers, polish-ers, laborers, etc.					
Stove foundry.....	1	1	27	Laborers.....	20		20	Aug. 30-Sept. 2.	4
			276	Molders, mounters, plat-ers, polishers, etc.		260	260		
GREEN ISLAND.									
Iron foundry.....	1	1	48	Laborers.....	48		48	July 11-15.	5
			73	Coremakers, molders, etc.		73	73		
ILION.									
Typewriter works.....	1		48	Iron molders.....	23		23	Nov. 22.	
			1,571	Others.....					
			(93)	(Thereof women).					
NEWARK VALLEY.									
Agricultural implement works.....	1		12	Iron molders.....	12		12	Jan. 21-23.	7
			138	Others.....					
NEWBURGH.									
Iron pipe foundry.....	1		266	Machinists, molders, pipe operators, etc.	20		20	May 19-June 8.	18
NEW YORK CITY.									
Iron foundries.....	12	12	287	Helpers.....	287		287	June 8-July 15	32
			300	Molders.....		300	300		
SANDY HILL.									
Pulley and machine works	1		15	Molders and coremakers.	15		15	Aug. 23-Sept. 6	13
			60	Others.....		5	5		
Machine Shop									
ELMIRA.									
Rolling mill.....	1	1	47	Heaters, puddlers and roll hands.	47		47	July 17-23...	12
			91	Laborers, etc.....		91	91		

\* Union reports to the Bureau of Statistics show that all the strikers

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

CONVEYANCES—Continued.  
dries.

184	.....	184	Against employment of two non-union laborers at mounting (question of wages pending at the time).	Two laborers placed at other work; (compromise advance in wages).	Conference of secretary of Stove Founders' National Defense Association and representatives of firm with president of Stove Mounters' International Union and local union committee. (Under national agreement reprinted in Chap. IV)
80	1,040	1,120	To compel seven non-union laborers to join union.	Non-union laborers joined union.	Conference of committee of union men from various trades headed by secretary of iron molders' union with the non-union men. (See above for independent strike of mounters in progress at same time).
240	365	605	For re-employment of one man discharged for refusal to work on July 10.	Discharged employee not re-instated.	Conference of representatives of firm with union committee.
2,500	.....	2,500	For closed shop and against use of molding machines.	Strike failed.....	Dispute never terminated but strikers' places were immediately filled with non-union hands, firm reporting no interruption of foundry work.
84	.....	84	Lockout in anticipation of demand for increase in wages.	No change in wages.....	Dispute never terminated but firm reported full force of non-union hands on Jan. 30.
360	.....	360	For reduction of hours from 10 to 9 per day.	Strike failed.....	Strikers returned to work or their places were filled.
9,184	3,600	12,784	For increase of minimum wage rate from \$1.75 to \$2.00 per day.	No advance in wages.....	Mediation by representative of State Board. Strikers returned to work July 17 pending decision on wage question by employers' association, which was reached Nov. 20 and refused any general advance but recommended increases by individual employers as they saw fit. Negotiation of union committees with individual employers resulted in no advances. (Ch. III).
195	65	260	For reduction of hours from 10 to 9 per day and increase of wages from \$2.50 to \$3.00 per day.	Hours reduced to 9 per day. Wages of 12 molders to be advanced to \$3 and of one coremaker to \$2.75 on Jan. 1, 1906.	Conference of firm with union committee and business agent of Central New York Molders' Conference Board.

## Products, Etc.

564	1,092	1,656	For change in time of charging furnaces for last heat on Saturday from 1.30 to 1 P. M.	Time changed to 1 P. M.....	Direct negotiations of the parties.
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were idle up to March 31 at least as a result of the strike.



# III.32 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days
					Di-rectly.	Indi-rectly.	Total.		
II. METALS, MACHINES AND Machine Shop									
HILLBURN. Railway track equip- ment works.	1	.....	238	Blacksmiths, carpenters, machine shop workers, machinists, etc.	126	.....	126	Mar. 8-11....	3
NEW YORK CITY. Architectural iron works.	1	.....	12 26	Blacksmiths and helpers. Others	12	.....	12	Sept. 12-25	12
Range mounting.....	2	2	95	Range mounters (75),and helpers (20).	95	.....	95	June 7- July 12	31
			15	Brass workers.....	15	.....	15		
			23	Coppersmiths.....	23	.....	23		
			5	Machinists.....	5	.....	5		
			86	Sheet metal workers....	86	.....	86		
Tin can factory.....	1	1	44	Handlers.....	44	.....	44	May 2-5....	4
			556	Makers.....	556	.....	556		
Wire hat frame factory..	1	1	29	Frame makers.....	29	.....	29	Aug. 21-30..	9
			(4)	(Thereof females).....	(4)	.....	(4)		
Wire hat frame factories.	10	.....	120	Hat frame makers.....	38	.....	38	Sept. 21- Oct. 28	33
			(12)	(Thereof women).....	(4)	.....	(4)		
ROCHESTER. Railway signal works....	1	.....	230	Machinists and metal workers.	100	.....	100	Feb. 24- Mar. 23	24
SYRACUSE. Horseshoeing.....	25	.....	36	Horseshoers.....	24	.....	24	April 1.	
WALDEN. Engine works.....	1	.....	45	Chippers, furnacemen, machinemen and help- ers.	45	.....	45	July 19- Sept. 1	39
			63	Others.					
III. WOOD Coope									
NEW YORK CITY. Breweries.....	65	.....	160 *2,850	Coopers..... Others	160	.....	160	May 22- July 16	48
Mattresses and									
NEW YORK CITY. Mattress factory.....	58	58	230 (30)	Makers..... (Thereof women).....	230 (30)	.....	230 (30)	Sept. 18- Oct. 14.	24

\* Estimated.

**BUREAU OF MEDIATION AND ARBITRATION, 1905. III.33**

**[Detailed statement of disputes reported in the year ended September 30, 1905.]**

TION			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

**CONVEYANCES—Continued.**

**Products, Etc.—Continued.**

378		378	Against reduction of wages..	Strike failed.....	Strikers returned to work. <sup>1</sup>
144		144	For discharge of a helper receiving less than the union wage-rate or increase of his wages from \$1.50 to union rate of \$2.15 per day.	Wages of helper advanced to \$2.15 per day.	Wage question decided by a representative of the State Board of Mediation and Arbitration to whom it was referred by agreement between the New York Metal Trades Association and the union (Chap. III.)
6,944		6,944	For increase in wages of 25 cents per day for range mounters' helpers, the other trades going out in sympathy with mounters and helpers on this issue. Afterwards brass workers and machinists demanded an increase.	Helpers' wages advanced \$1 and \$1.20 per week; wages of mounters and machinists advanced 25 cents per day, and of brass workers \$1.25 and \$1.50 per week.	Conferences of employers with union representatives; agreements signed with machinists, metal polishers (Chap. IV) and sheet metal workers.
176	2,224	2,400	For advance in wages.....	No change in wages.....	Strikers returned to work.
261		261	For recognition of union....	Union recognized.....	Conference of employer with union representatives. Agreement signed. (Chap. IV.)
1,254		1,254	For increase in wages and better conditions generally	Strike failed.....	Strikers returned to work. Strikers were organized.
*1,200		1,200	For reduction of hours from 10½ to 9 per day and against piece work.	Strike failed.....	Dispute never terminated but firm reported full force of new hands on March 24.
11,800		1,800	For increase in wages of 50 cents per day.	Pending.	
1,755		1,755	For increase in wages.....	No change in wages.....	Strikers returned to work.

**MANUFACTURES.**

**rage.**

7,680		7,680	For increase of wages from \$18 to \$21-\$22 per week.	No change in wages.....	Conferences of committees from employers' association and the Central Federated Union. After resumption of work pending negotiations employers refused to make any concessions but men remained at work. (Chap. IV.)
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**Upholstery.**

2,206		2,206	For piece work in place of time work.	Piece work system established.	Conferences of union committee with individual employers. Strike ended in 42 firms in Manhattan Borough on Sept. 21. (Chap. IV.)
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<sup>1</sup>To September 30.

### III.34 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY	No.	Closed	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
III. WOOD									
Mattresses and									
NEW YORK CITY.									
Upholstering.....	21	21	15	Drapery cutters.....	15		15	Sept. 29-	20
			196	Upholsterers.....	196		196	Oct. 21.	
Wood									
BATAVIA.									
General wood working..	1		18	Carvers.....	16		16	June 2-	
			326	Others.....					
NEW YORK CITY.									
Packing box factories...	51	30	1,500	Makers.....	350		350	Sept. 1-16...	14
NORTH TONAWANDA.									
Planing mills.....	2		15	Bench carpenters.....	15		15	May 11-	27
			11	Others.....				June 10.	
SYRACUSE.									
Furniture factory.....	1		34	Finishers.....	34		34	Sept. 7-13...	6
			134	Others.....					
IV. LEATHER AND									
Leather									
JOHNSTOWN.	1		15	Knee stakers.....	15		15	July 13-15...	2
			85	Finishers, etc.....					
Shoes.									
ROCHESTER.	1		55	Cutters, lasters and team	55		55	July 17.....	
				room men.....					
			105	Others.....					
			(50)	(Thereof women).....					
SYRACUSE.	1		112	Fitters.....	107		107	May 31-	14
			(107)	(Thereof women).....	(107)		(107)	June 15.	
			238	Others.....		55	55		
VI. PAPER									
Paper.									
THOY.	1	1	70	Paper makers.....	40	30	70	March 22-	22
			(12)	(Thereof women).....		(12)	(12)	April 15.	
VII. PRINTING AND									
Paper									
NEW YORK CITY.	1		165	Paper box makers.....	120		120	Oct. 11. '04	84
			(95)	(Thereof women).....	(65)		(65)	Jan. 16. '05	
To Septem									

## Detailed statement of disputes reported in the year ended September 30, 1905.

AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT—REMARKS.
Di-rectly.	Indi-rectly.	Total.			

## MANUFACTURES—Continued.

## Upholstery—Continued.

4,200	.....	4,200	For increase of wages from \$24 to \$27 per week for drapery cutters and from \$21 to \$24 for upholsterers.	Wages advanced as demanded	Conference of committees from the employers' association and the union. Agreement signed. (Chap. IV.)
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## Working.

2800	.....	800	For reduction of hours from 9 to 8 per day.	Pending.	
4,900	.....	4,900	For reduction of hours from 10 to 9 per day and uniform wage scale.	Strike failed.....	Most of the strikers returned to work; places of others filled.
405	.....	405	For increase of wages from 25 to 27½ cents per hour and reduction of hours from 10 to 9 per day.	Advance of 2½ cents per hour and reduction of hours to 9 for 5 strikers in one firm.	Conference of employer with union officials in case of firm which granted demands. Places of strikers filled in the other. (Chap. IV.)
204	.....	204	Against reduction in wages of a foreman, strikers fearing a general reduction.	Strike failed.....	Strikers returned to work.

## RUBBER GOODS.

## Dressing.

30	.....	30	Against change from part time and part piece work to all time work at 20 cents per hour.	Time work at 20 cents per hour established.	Both sides agreed to refer the matter to the finishers who, considering the firm's proposition fair, declined to render a decision against the strikers, but used their influence to persuade the latter to return to work, which they did.
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12,700	.....	2,700	Against "open shop."	Pending.	
1,495	770	2,265	For right to use elevator to and from fifth floor.	Fitters granted use of elevator at certain stated hours outside of working time.	Direct negotiations of the parties.

## AND PULP.

880	660	1,540	For reemployment of discharged union official and against open shop.	Reinstatement of discharged union officer and union shop.	Conferences of representative of company with two international union officers and committee from Central Federation of Labor.
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## PAPER GOODS.

## Boxes.

10,080	.....	10,080	For recognition of union....	Strike failed	Strikers returned to work (See Ch. III.)
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ber 30.

# III.36 NEW YORK STATE DEPARTMENT OF LABOR.

Table I—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.				DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.
					Di-rectly.	Indi-rectly.	Total.	

## VII. PRINTING AND Printing (Eight

ALBANY.	8		352	Compositors.....	329	21	350	Sept. 11-20..	9
			(9)	(Thereof women).....	(1)	(8)	(9)		
			1,048	Bookbinders, electrotyp-ers, pressmen, etc.....		253	253		
			(446)	(Thereof women).....		(115)	(115)		
BUFFALO.	14		195	Compositors.....	182		182	Sept. 28	
			930	Others.....					
			(306)	(Thereof women).....					
NIAGARA FALLS.	3		26	Compositors.....	25		25	Sept. 9.	
			30	Others.....					
			(5)	(Thereof women).....					
ROCHESTER.	13		116	Compositors.....	116		116	Sept. 16.	
			(7)	(Thereof women).....	(7)		(7)		
			363	Others.....					
			(116)	(Thereof women).....					
SARATOGA SPRINGS.	1		12	Compositors.....	12		12	Sept. 11-12..	2
			11	Others.....					
SCHENECTADY (e)	1		21	Compositors.....	21		21	Sept. 18-	30
			66	Bookbinders, pressmen, etc.....		48	48	Oct. 21.	
			(29)	(Thereof women).....		(20)	(20)		
			11,800	Electrical apparatus makers.....					
			(700)	(Thereof women).....					
SYRACUSE.	10		51	Compositors.....	49		49	Sept. 12.	
			110	Others.....		4	4		
			(30)	(Thereof women).....					
WATERTOWN.	6		50	Compositors.....	50		50	Sept. 9.	
			(12)	(Thereof women).....	(12)		(12)		
			66	Pressmen, stereotypers, etc.....	10		10		
			(28)	(Thereof women).....	(1)		(1)		

## Printing

NEW YORK CITY.	1		20	Newspaper deliverers.....	15		15	Feb. 25-	55
			225	Others.....				May 1.	
			(25)	(Thereof women).....					
[ NEW YORK CITY.	1		32	Pressmen and feeders...	32		32	Feb. 25-	32
			193	Others.....				April 3.	
			(25)	(Thereof women).....					
NEW YORK CITY.	1	1	14	Compositors, mailers and stereotypers.....	13		13	Sept. 26-30..	5
ONEIDA.	4		23	Compositors, etc.....	17		17	Oct. 24-	12
			(1)	(Thereof a woman).....	(1)		(1)	Nov. 5, '04.	

## VIII. TEX

RIFTON.	1	1	23	Printers and fillers.....	23		23	May 2-	54
			392	Others.....		392	392	July 5.	
			(187)	(Thereof women).....		(187)	(187)		

(e) This strike was in the printing department of an electric works. To September 30.

# BUREAU OF MEDIATION AND ARBITRATION, 1905. III.37

Detailed statement of disputes reported in the year ended September 30, 1905

AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT—REMARKS.
Di-rectly.	Indi-rectly.	Total.			

## PAPER GOODS.—Continued.

### Hour Movement.)

1,922	2,135	4,057	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Eight-hour day from Jan. 1.	Conferences of union committee with individual employers. Agreements signed
1264		264	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Pending.	
1475		475	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Pending.	
11,508		1,508	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Pending.	
24		24	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Eight-hour day from Jan. 1.	Direct negotiations of the parties. Strikers were organized.
630	1,440	2,070	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Strike failed	Strikers returned to work with understanding that eight-hour day should be established on Jan. 1 if printing department were continued, but said department was discontinued.
833	768	901	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Pending.	
11,140		1,140	For reduction of hours from 9 to 8 per day on Jan. 1, 1906.	Pending.	

### (Other Disputes.)

*100		100	For reemployment of two discharged union members	Strike failed.	Strikers returned to work.
2,304		2,304	For increase of two in number of men on each newspaper press and to assist striking deliverers (see above).	Strike failed.	Dispute never terminated, but places of strikers were filled two days after they went out, 13 having struck February 25 and 19 on April 1. Union reports loss of 12 weeks' work by strikers.
65		65	For discharge of one man expelled from union.	Firm retained expelled member, but hired one additional union man.	Conference of representatives of firm with union committee and committee from the United Hebrew Trades.
204		204	For increase of wages from \$10 to \$12 per week.	Wages advanced to \$11 in three shops; no change in fourth.	For the three shops conference of two members from union with an ex-mayor of Queida as representative of the employers. Agreement signed. (Chap. IV.)

## TILES.

### pets.

1,242	21,168	22,410	For reinstatement of 3 union printers discharged for alleged incompetent work.	Strike failed.	Strikers' places filled.
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\* Estimated, all the strikers finding other employment much of the time.

# III.38 NEW YORK STATE DEPARTMENT OF LABOR.

Table I—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
VIII. TEX									
Cord									
AUBURN.	1		89	Spinners (women).....	89		89	July 14-15...	1½
			369	Others.....		50	50		
			(172)	(Thereof women).....		(50)	(50)		
Cotton									
COBURN.									
Cloth mill.....	1		20	Spooler tenders (women).....	20		20	March 13-14.	1
			158	Others.....					
			(84)	(Thereof women).....					
OSWEGO.									
Yarn mill.....	1		176	Carders and spinners.....	37		37	June 26-28..	3
			(41)	(Thereof women).....	(19)		(19)		
			98	Others.....					
			(64)	(Thereof women).....					
Knit									
LITTLE FALLS.	1		147	Winders.....	116		116	June 30-	7
			(116)	(Thereof women).....	(107)		(107)	July 10.	
			848	Others.....					
			(434)	(Thereof women).....					
Silk									
NEW YORK CITY.	1	1	170	Weavers.....	170		170	Nov. 14-28,	12
			(155)	(Thereof women).....	(155)		(155)	1904.	
			210	Others.....		210	210		
			(145)	(Thereof women).....		(145)	(145)		
NEW YORK CITY.	1	1	380	Weavers, winders, etc....	380		380	Jan. 4-16...	12
			(300)	(Thereof women).....	(300)		(300)		
IX. CLOTHING, MILLIN									
Ca									
BUFFALO.	1		41	Cap makers.....	16		16	Feb. 22-	10
			(21)	(Thereof women).....	(4)		(4)	March 4.	
NEW YORK CITY.									
	20	20	1,421	Cap makers.....	1,421		1,421	Dec. 22, '04	75
			(275)	(Thereof women).....	(275)		(275)	March 20, '05.	
Collars, Cuffs									
DUNKIRK.									
Shirt factory.....	1		38	Shirt makers.....	13		13	Nov. 23-	34
			(33)	(Thereof women).....	(13)		(13)	Jan. 1.	
TROY.									
Collar, cuff and shirt fac- tories	8		640	Collar starchers.....	640		640	April 27.	
			(640)	(Thereof women).....	(640)		(640)		
			1,600	Other collar laundry		1,600	1,600		
			(1,450)	(Thereof women) [hands		(1,450)	(1,450)		
			7,760	Others.....					
			(5,610)	(Thereof women).....					

\*Estimated.

**BUREAU OF MEDIATION AND ARBITRATION, 1905. III.39**

**Detailed statement of disputes reported in the year ended September 30, 1905.**

TION.			* ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

**TILES—Continued.**

134	75	209	Misunderstanding of fore- man's instructions con- cerning manner of doing work.	No change in instructions...	Conference of mill superin- tendent and his assistant with the strikers.
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**Goods.**

20		20	For reinstatement of over- seer discharged for striking a female employee and discharge of latter who had first struck overseer.	Girl objected to transferred to another room.	Direct negotiations of the parties.
111		111	For Saturday half-holiday to be made up by lengthening working time on first five week days.	Strike failed.....	Strikers returned to work.

**Goods.**

812		812	Against new mode of weigh- ing the wound yarn intro- duced to correct error in former method and involv- ing an increase in tare.	Strike failed.....	Strikers returned to work.
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**Ribbons.**

2,040	2,520	4,560	For reinstatement of dis- charged foreman.	Strike failed.....	Conferences of representatives of firm and the strikers. Strikers were organized.
4,560		4,560	Lockout to enforce obedi- ence to new foreman.	Acceptance by employees of firm's requirements.	Employees returned to work, but some remained out un- til March 22. Strikers were organized.

**ERY, LAUNDRY, ETC.**

160		160	Against employment of members suspended from union because of non-pay- ment of national strike assessment for benefit of New York City cap makers (see following dispute).	Suspended members to con- tinue in firm's employ when reinstated in union, such re- instatement to follow pay- ment of back dues.	Conference of proprietor with union committee.
*27,800		27,800	Against "open shop".....	Compromise (see particulars in Chaps. III and IV).	Conference of committee from manufacturers' association with union representatives (Chaps. III and IV).

**and Shirts.**

442		442	Against reduction in wages and for guarantee of steady employment.	Strike failed.	Dispute never terminated, but firm reported full force of new hands on Jan. 1, 1906. Strikers were organized.
172,000	138,000	110,000	For hearing on question of reinstatement of 11 dis- charged starchers, after- wards for recognition of union and advance in wages.	Pending at close of year....	See chap. III.

† To September 30.



# III.40 NEW YORK STATE DEPARTMENT OF LABOR.

Table 1.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days
					Di-rectly.	Indi-rectly.	Total.		
IX. CLOTHING, MILLINERY, Men's									
NEW YORK CITY.	1	1	224	Coat, pants and vest cutters and makers.	224	.....	224	Feb. 6-18....	12
			(30)	(Thereof women).....	(30)	.....	(30)		
NEW YORK CITY.	180	†	7,000	Pants makers.....	4,000	.....	4,000	July 10-	24
			21,000	Finishers (women).....	.....	12,000	12,000	August 5.	
Over									
NORTH TONAWANDA.	1	1	61	Cutters, operators, etc..	47	14	61	April 17-	60
			(57)	(Thereof women).....	(46)	(11)	(57)	June 24.	
WALDEN.	1	.....	20	Machine operators (wo- men) Others, [men]	20	.....	20	August 24-26	2
			(8)	(Thereof women).....					
Women's									
NEW YORK CITY									
Cloak making.....	23	23	1,000	Cloak makers.....	1,000	.....	1,000	Feb. 10-28.	16
			(400)	(Thereof women).					
Cloak making.....	4	4	267	Cloak makers.....	267	.....	267	July 17-22.	6
			(52)	(Thereof women).....	(52)	.....	(52)		
			58	Helpers.....	.....	58	58		
			(8)	(Thereof women).....	.....	(8)	(8)		
Skirt making.....	6	6	305	Skirt makers.....	305	.....	305	July 24-	40
			(30)	(Thereof women).....	(30)	.....	(30)	Sept. 7.	
X. FOOD, LIQUORS Bake									
ALBANY.	40	.....	86	Bakers.....	50	.....	50	May 1-13....	12
NEW YORK CITY.	*50	*50	289	Bakers.....	289	.....	289	Oct. 1-31, '04	26

\* Estimated. † Not reported. ‡ Subsequently the unions reported that the increase was maintained for only a that rates might be reduced by mutual consent after May 1 and the union's report to the Bureau of Statistics for

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## LAUNDRY, ETC.—Continued.

## Clothing.

*2,400		2,400	Against open shop.....	Strike failed.....	Dispute never terminated, but firm reported factory running full-handed on Feb. 20. About 40 strikers returned to work; places of others filled.
*48,000	*144,000	192,000	For 20 per cent. increase in piece rates.	Rates on all work advanced 20 per cent. (t)	Direct negotiations between union representatives and the contractors who then negotiated with the manufacturers. Each contractor's employees resumed work as soon as the former had reached a settlement with the manufacturers. (Chaps. III and IV).

## alls.

2,820	840	3,660	Refusal to work until firm could supply union label which had been withdrawn by the national union for reasons not reported.	Label restored to firm by national union.	Conference arranged by national union officer.
40		40	For increase of $\frac{1}{4}$ of a cent per pair in piece rate for corduroy trousers.	Advance of $\frac{1}{4}$ of a cent per pair.	Direct negotiations of the parties.

## Clothing.

16,000		16,000	For increase in wages and union shop.	Compromise advance in wages of 25 to 35 per cent. and union shop. (u.)	Conference of manufacturer with union committee, 22 of the firms being contractors doing work for the manufacturer. Agreement signed (Chaps. III and IV.)
1,602	348	1,950	For increase in wages, shorter hours, and better conditions generally.	Compromise; wages were advanced for 159 piece workers from 10 to 20 per cent. and for 11 day workers \$1 per week; hours were reduced from 11 to 10 per day for 5 day workers; 92 strikers resumed work under former conditions.	Conference of union representatives with individual firms.
9,585		9,585	Lockout because employees had joined a union.	Employer agreed not to discriminate against union members, to discharge nearly all the non-unionists employed during dispute, and in future to receive committees for the purpose of fixing prices on new styles, or adjusting grievances.	Direct negotiations of the parties; 70 of strikers were employees of 5 contractors doing work for the one manufacturer involved and struck in sympathy with the others, but after loss of one week's time found work elsewhere until close of dispute.

## AND TOBACCO.

## ries.

600		600	For change in time of starting work from 4 a. m. to 7 a. m.	Strike failed.....	Strikers' places filled or they returned to work.
7,514		7,514	For renewal of agreement (with local union No. 261) and against "open shop."	Strike failed.....	Strikers returned to work

few weeks, after which rates dropped back to the level before the strike. A clause of the agreement provided September 30, indicates that all of the increase at the close of the strike was lost by subsequent reductions.

# III.42 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.\*

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
X. FOOD, LIQUORS									
Bake									
NEW YORK CITY.	62	62	360	Bakers .....	360	.....	360	May 5-20....	14
NEW YORK CITY.	255	255	1,165	Bakers .....	1,165	.....	1,165	Aug. 4-19....	14
			500	Carriers and deliverers..	.....	500	500		
Bean									
CALDONIA.	1	.....	18	Bean pickers (women)...	14	.....	14	Aug. 22- Sept. 2.	11
Cig									
NEW YORK CITY.	1	1	35 (12)	Cigar makers..... (Thereof women).	35	.....	35	Aug. 23-26..	4
Provi									
CANAJOHARIE.	1	.....	37	Packers (women).....	35	.....	35	Jan. 18.....	1
Meat packing.....	.....	.....	101 (38)	Others..... (Thereof women).	.....	8	8		
NEW YORK CITY.	40	*33	109	Belogna sausage makers.	90	.....	90	Oct. 1-22, '04	19
Sausage factories.....									
XI. WATER,									
Electric Light									
BINGHAMTON.	1	.....	19	Groundmen.....	19	.....	19	July 5-6.....	1
11/ Others.									
XII. BUILDING									
Excavating.									
BATAVIA.	1	1	75	Pavers and laborers.....	50	25	75	Aug. 31- Sept. 1.	2
Street paving.....	.....	.....	.....	.....	.....	.....	.....		
FULTON.	1	1	40	Laborers.....	40	.....	40	Sept. 21-28..	7
Sewer excavating.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
GLOVERSVILLE.	1	.....	80	Laborers.....	10	.....	10	June 9-15...	6
Sewer excavating.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
NEW YORK CITY.	85	85	7,500	Excavators and rockmen.	7,500	.....	7,500	May 6- June 1.	23
Excavating.....	.....	.....	855	Engineers, rock drillers and tool sharpeners...	855	.....	855		
			600	Drivers.....	.....	600	600		

\* Estimated

† Statistical reports of hours at the end of September received from the unions involved would

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## AND TOBACCO—Continued.

## ries—Continued.

*3,960	.....	3,960	For reduction of hours to 10 per day.	Ten-hour day established. (k)	Conference of union representatives with individual employers. (Chaps. III and IV).
16,310	7,000	23,310	For ten-hour work day, better sanitary conditions and uniform rate of wages.	126 shops employing 465 of the strikers signed the agreement granting demands; in remaining 129 shops 200 strikers resumed work under former condition, places of the 500 others being filled with non-union hands. (k)	Conferences of union representatives with individual employers. (Chaps. III and IV).

## Picking.

*182	.....	182	For increase in wages.....	Piece work adopted, resulting in wage advances for some, decreases, for others.	Direct negotiations of the parties. Four strikers returned to work; others found work elsewhere and their places were filled.
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## ars.

140	.....	140	For increase in piece rates...	No change in rates.....	Through a committee strikers applied for their former positions and were reemployed
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## sions.

35	8	43	Against reduction of wages.	Strike failed.....	Places of strikers filled
1,710	.....	1,710	For recognition of union and renewal of union agreement.	Strike failed. Benefits paid by union, \$1,954.58.	Strikers returned to work (60) or their places were filled (30). (Chap. IV).

## LIGHT AND POWER.

## and Power.

19	.....	19	For advance of wages from \$1.50 to \$1.75 per day.	Strike failed.....	Strikers' places filled.
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## INDUSTRY.

## Paving, Etc.

100	50	150	For advance of wages from \$1.50 to \$1.75 per day.	Wages advanced to \$1.65 and hours increased from 9 to 10 per day.	Mediation by village president.
280	.....	280	For payment of wages due..	Wages paid.....	Direct negotiations of the parties.
60	.....	60	For increase in wages of 10 cents per day.	Strike failed.....	Three strikers returned to work, places of others filled.
101,620	8,600	110,220	For recognition of union....	Employers report that strikers resumed work as individuals; unions report that strikers returned to work as unionists.	Return of strikers to work or conferences of union representatives with employers. Dispute included a strike on May 1 involving 1,290 employees directly and 200 indirectly, followed by a lock-out of the others on May 20. (Chaps III and IV.)

indicate that subsequent to the dispute there has been a considerable reversion to more than 10 hours per day.

# III.44 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days
					Di-rectly.	Indi-rectly.	Total.		
XII. BUILDING									
Excavating,									
Reservoir construction..	1	1	900	Rockmen and excavators	900	.....	900	April 25-	45
			281	Others.....	281	.....	281	June 15.	
PERKSKILL.									
Conduit laying.....	1	1	100	Laborers.....	100	.....	100	June 26-27..	1
UTICA.									
Conduit laying.....	1	1	100	Excavators.....	100	.....	100	July 24-25..	2
WATERFORD.									
Canal construction.....	1	1	30	Laborers.....	30	.....	30	Aug. 1.....	1
Building									
BINGHAMTON.	1	1	30	Carpenters, decorators, electricians, finishers, iron workers, plumbers and steam fitters.	30	.....	30	April 6-11.	5
BUFFALO.	51	4	59	Electrical workers, metal workers, plumbers, steam fitters and tile layers.	51	.....	51	Aug. 19-26.	7
ITHACA.	1	.....	21	Carpenters and masons..	21	.....	21	June 20-	63
			155	Laborers.....	.....	.....	.....	Sept. 1.	
ITHACA.	1	1	110	Carpenters, masons and steam fitters.....	110	.....	110	July 5-6	1
NEW YORK CITY	402	402	14,635	Carpenters, derrickmen, electrical workers, elevator constructors, lathers, marble cutters, modelers, painters, plasterers, plumbers, stone cutters, tar, felt and waterproof workers and tile layers.	14,635	.....	14,635	Aug. 8, '04- July 4, '05	284
			3,891	Bricklayers, building material handlers, hod-hoisting engineers, marble workers, wood carvers, helpers and laborers.	.....	3,891	3,891		
NEW YORK CITY	1	1	75	Bricklayers, carpenters, electricians, iron workers, plumbers and steam fitters	75	.....	75	Jan. 9-12.	4

\* Estimated. \* The total number of work-days lost was 654,000 directly and 125,000 indirectly, of which September 30, 1904.

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## INDUSTRY—Continued.

## Paving, Etc.—Continued.

*25,000	.....	25,000	For reduction of hours to 8 per day.	No change in hours.....	Places of 1,000 strikers filled with non-union hands; the others returned to work. (Chap. III.)
100	.....	100	Against discharge of two men and for increase in wages and shorter hours.	Wages advanced from \$1.50 to \$1.75 per day	Direct negotiations of the parties.
200	.....	200	For advance of wages from \$1.50 to \$1.60 per day.	Wages advanced to \$1.60....	Direct negotiations of the parties.
15	.....	15	Against reduction of wages from \$1.50 to \$1.40 per day when hours were reduced from 10 to 8 per day.	Strike failed.....	Strikers returned to work.

## (General).

150	.....	150	Against use of "unfair" material and employment of non-union plasterers.	Non-union plasterers discharged, but union men to handle the alleged "unfair" material.	Conference of owner's architect and business agent of Central Labor Union.
357	.....	357	Against employment of non-union electrical workers.	Strike failed.....	Strikers returned to work.
*1,200	.....	1,200	Against employment of non-union laborers to do work claimed to belong properly to skilled masons.	Strike failed.....	Strikers places filled with non union hands.
55	.....	55	For discharge of two members of an independent local union of plumbers which was a rival of a local of the national United Association of Plumbers, Gas and Steam Fitters.	Members of independent local discharged.	Direct negotiations of the parties.
*250,000	000	325,000	Lockout to force termination of several strikes begun in contravention of general arbitration agreement, said strikes having been over questions of "unfair" material or employment of union members only, under the said general agreement.	Strikes declared off or new unions formed in agreement with the employers.	Direct negotiations of the parties. (Chap. III, especially Table VII, and Chap. IV.)
300	.....	300	Against execution of fire-proofing work by firm outside the Mason Builders' Association with which the bricklayers' union had an agreement that all masonry work (including fire-proofing), should be done by members of the association.	Control of fire-proofing by Mason Builders' Association and the union maintained.	Conference of member of firm with union representatives.

400,000 directly and 50,000 indirectly were included in the Bureau's report of last year (p. 35.) as time lost up to

# III.46 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.				DURE		
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
XII. BUILDING									
Building									
NEW YORK CITY.	1	1	22	Bricklayers, carpenters, plasterers, plumbers and laborers.	22	.....	22	May 9-15.	6
NEW YORK CITY.	4	4	132	Bluestone cutters and setters, bricklayers, carpenters, lathers, structural iron workers and laborers.	132	.....	132	May 31-June 19.	17
NEW YORK CITY.	1	1	44	Carpenters, lathers, plumbers and laborers.	44	.....	44	July 20-Sept. 1.	38
NEW YORK CITY.	1	1	27	Plasterers.....	6	6	6	Sept. 1-2.	2
NEW YORK CITY.	1	1	11	Carpenters, framers, plasterers, roofers and laborers.	27	.....	27	Sept. 1-8....	6
NEW YORK CITY.	1	1	11	Lumpers.....	3	3	3	Sept. 1-8....	6
NEW YORK CITY.	1	1	57	Plumbers.....	5	6	11	Sept. 1-8....	6
NEW YORK CITY.	1	1	33	Carpenters, lathers, roofers and laborers.	7	7	7	Sept. 1-8....	6
NEW YORK CITY.	1	1	20	Laborers.....	10	10	20	Sept. 1-8....	6
NEW YORK CITY.	1	1	57	Lathers and plumbers...	57	.....	57	Sept. 7-12...	5
NEW YORK CITY.	1	1	33	Painters, plumbers, steam fitters, tile layers, and helpers.	33	.....	33	Sept. 7-12...	5
NEW YORK CITY.	1	1	12	Plasterers.....	12	12	12	Sept. 12-22..	10
NEW YORK CITY.	1	1	54	Bricklayers, derrickmen, painters, plasterers, plumbers, stone cutters, tile layers and laborers.	54	.....	54	Sept. 12-22..	10
NEW YORK CITY.	1	1	10	Lathers, plumbers and laborers.	10	.....	10	Sept. 19.	1
ROCHESTER.	7	1	65	Plasterers.....	8	4	12	March 9-15..	6
ROCHESTER.	7	1	65	Carpenters, electrical workers, iron workers, lathers, painters and plumbers.	65	.....	65	March 9-15..	6
ROCHESTER.	7	1	14	Masons and laborers...	14	14	14	March 9-15..	6
NIAGARA FALLS.	16	16	101	Carpenters.....	101	.....	101	May 1-20....	18
NIAGARA FALLS.	16	16	101	Carpenters.....	101	.....	101	May 1-20....	18
AUBURN.	3	3	13	Wiremen.....	13	.....	13	May 1-6....	6
AUBURN.	3	3	13	Wiremen.....	13	.....	13	May 1-6....	6

g No lost time, employees affected

## Detailed statement of disputes reported in the year ended September 30, 1905.

AGGREGATE DAYS LOST.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT—REMARKS.
Di-rectly.	Indi-rectly.	Total.			

## INDUSTRY.—Continued.

## General—Continued.

132		132	Against employment of non-union electricians.	Employment of union men only.	Conferences of contractor with representatives of electrical workers' union. Agreement signed. Strikers returned to work.
2,244		2,244	Against employment of non-union men by the contractors who were installing boilers in the building.	Strike failed.	
0	0		For employment of union plasterers only.	Union plasterers employed.	Direct negotiations of the parties.
54	6	60	Against employment of non-union lumpers.	Employment of union men only.	Direct negotiations of the parties.
0	0		For employment of union plumbers only.	Union plumbers employed.	Direct negotiations of the parties.
0	0		For employment of Brooklyn union laborers only.	Union laborers from Brooklyn employed.	Direct negotiations of the parties.
0	0		Against employment of non-union plasterers.	Non-union men discharged.	Conferences of union representatives with employer.
540		540	To force payment of money claimed to be due a contractor from the owner of the premises where the strike occurred for work done on a building which formerly stood on said premises but which had burned down, the bricklayers' unions having an agreement with the Building Trades Employers' Association not to work for a party who was owing any member of the association. (Cf. similar strike of bricklayers on May 20, under Masonry, below).	Strike failed.	Strikers returned to work.
18	4	22	For employment of union plasterers only.	Union plasterers employed.	Direct negotiations of the parties.
390	84	474	Against employment of non-unionists.	Non-unionists discharged.	Direct negotiations of the parties.

## tering.

1,818		1,818	For advance of wages from 35 to 37½ cents per hour.	Wages to be 37½ cents on July 1, 1906.	Conference of representatives of employers' association with union committee and international union officers. Agreement signed. (Chap. IV.)
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## Wiring.

78		78	Against reduction in wages.	No reduction in case of two firms.	Direct negotiations of the parties in case of the firms which settled. (Chap. IV.)
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finding employment elsewhere.



# III.48 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
XII. BUILDING									
Electric									
TROY, COHOKS AND WATERVLIET.	5	5	42	Wiremen.....	42	.....	42	July 10-29.	18
Glaz									
NEW YORK CITY.	33	33	700	Cutters, glaziers, hand- lers, packers, selectors and setters.	700	.....	700	Jan. 5- Feb. 15.	36
SYRACUSE.	7	.....	18 *200	Glaziers..... Others	18	.....	18	April 3- May 20.	42
Maso									
ALBANY.	31	31	175 *100	Masons' laborers..... Others.....	175	..... .....100	175 100	May 1-8.	6
NEW YORK CITY.	22	.....	150 *90	Hod carriers..... Others.	150	.....	150	May 1-8.	6
NEW YORK CITY.	1	1	22 30	Bricklayers..... Laborers.....	22	..... .....30	22 30	May 20- July 15.	48
PORT CHESTER.	12	12	100	Bricklayers, masons and plasterers...	100	.....	100	May 1-9.	8
SYRACUSE.	15	15	155	Bricklayers and masons.	155	.....	155	May 1- June 1.	27
Pain									
BATAVIA.	7	.....	46	Painters and paperhang- ers.	12	.....	12	Apr. 17-27.	9
COHOKS.	1	1	10	Painters.....	10	.....	10	May 5-8 June 8-10.	4
NEW YORK CITY.	1	1	80	Painters.....	80	.....	80	Aug. 25-26.	2
YONKERS.	22	22	150	Painters and decorators.	150	.....	150	April 1-8.	7
YONKERS	20	.....	150	Painters.....	70	.....	70	Sept. 15-23.	8

\* Estimated.    † No lost time, employees

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULTS.	MODE OF SETTLEMENT—REMARKS.
AGGREGATE DAYS LOST.					
Di-rectly.	Indi-rectly.	Total.			
<b>INDUSTRY—Continued.</b>					
<b>Wiring—Continued.</b>					
756		756	For advance of wages from \$2.50 to \$2.75 and reduction of hours from 9 to 8 per day.	Wages advanced to \$2.75; no change in hours.	Direct negotiations of the parties.
<b>ing.</b>					
*12,600		12,600	For increase in wages and reduction of hours.	No change in wages or hours.	Strikers' places gradually filled with new hands. (Chap. III.)
756		756	For advance of wages from \$1.50 and \$2.00 to \$2.50 and reduction of hours from 10 to 8 per day.	Wages advanced to \$2.25 and hours reduced to 9.	Direct negotiations of the parties. Strikers were organized. (Chap. IV.)
<b>dry.</b>					
1,050	600	1,650	For advance of wages from 25 to 30 cents per hour.	Increase of 3½ cents per hour.	Conference arranged by State Bureau of Mediation and Arbitration between representatives of the Mason Builders' Association, union strike committee and representatives of Central Federation of Labor. (Chaps. III and IV.)
*150		150	For advance of wages from \$2.80 to former rate of \$3 per day.	Strike failed.....	Strikers returned to work at former wages in view of pending negotiations for a general arbitration agreement in the Brooklyn building trades.
g	g		To force payment of money claimed to be due a member of the Mason Builders' Association by a real estate firm whose president was also president of the construction company which employed the strikers, in accordance with terms of existing agreement between the union and Mason Builders' Association. (Cf. similar strike of bricklayers and others on Sept. 12 above).	Money paid as demanded....	Arbitration by Joint Arbitration Board of the Mason Builders' Association and the bricklayers' unions. Work was resumed pending the arbitration and the sum in dispute was deposited to await decision of the board.
800		800	For advance of wages from \$3.50 to \$4.00 per day.	Wages advanced to \$4.00....	Conference of employers and union representatives.
g			For advance of wages from 50 to 55 cents per hour.	Wages advanced to 55 cents.	Direct negotiations of the parties. Agreement signed.
<b>ting.</b>					
108		108	For employment of union men only.	Non-union men discharged...	Direct negotiations of the parties.
40		40	Against subletting of work to non-union painter as contrary to agreement to employ union men only.	Strike failed.....	Strikers' places filled with non-union hands. (Agreement in Chap. IV.)
160		160	For reemployment of discharged foreman.	Strike failed.....	Strikers' places filled by members of the Brotherhood of Painters, strikers being members of the Amalgamated Painters' Union.
1,050		1,050	For advance of wages from 37½ to 41 cents per hour.	Wages advanced to 41 cents.	Direct negotiations of the parties.
560		560	For "closed shop."	Strike failed.....	35 strikers returned to work; places of others filled

affected finding work elsewhere

# III.50 NEW YORK STATE DEPARTMENT OF LABOR.

Table I—Continued,

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
XII. BUILDING									
Plum									
GLOVERSVILLE.	4	4	12	Plumbers and helpers....	12	.....	12	June 12- Aug. 8.	49
NEW YORK CITY.	28	28	50	Plumbers.....	50	.....	50	June 1-14.	11
NEW YORK CITY.	1	1	16	Plumbers and helpers...	16	.....	16	June 6- July 8.	29
NEW YORK CITY.	1	1	50	Plumbers.....	25	25	50	Aug. 15-29.	13
POUGHKEEPSIE.	14	14	35	Plumbers and steam fit- ters.	35	.....	35	May 1-9.	8
ROCHESTER.	1	.....	23	Plumbers and steam fit- ters.	15	.....	15	Dec. 28, '04- Jan. 3, '05	6
			23	Helpers.					
Sheet Metal									
NEW YORK CITY.	69	69	1,310	Cornice makers, sheet- iron workers and tin roofers.	1,310	.....	1,310	Sept. 1-12.	10
			190	Metal ceiling workers...	190	.....	190		
NIAGARA FALLS.	11	11	32	Sheet metal workers....	32	.....	32	May 1-6. *	6
POUGHKEEPSIE.	16	16	32	Sheet metal workers and helpers.....	32	.....	32	May 4-27.	21
SYRACUSE.	35	35	100	Sheet metal workers ...	100	.....	100	April 1, '05- Feb. 9, '06.	165
Structural Iron Work									
BUFFALO.	1	1	20	Bridgemen.....	20	.....	20	Aug. 5.	
NEW YORK CITY.	1	1	90	Housesmiths.....	90	.....	90	Aug. 10.	

g No lost time, employees affected finding work elsewhere.

A Many strikers found work elsewhere during dispute.  
strikers were not

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## INDUSTRY—Continued.

## bing.

588	.....	588	For reduction of hours from 9 to 8 per day.	Hours to be 8 per day from Jan. 1, 1906.	Direct negotiations of the parties.
550	.....	550	For advance of wages from \$3.50 to \$4 per day.	Wages advanced to \$3.75...	Conference of representatives of masters' association and the union. Agreement signed. (Chap. IV.)
464	.....	464	Against employment of steam fitters for work claimed to belong to plumbers.	Work which had been done by steam fitters taken out and replaced by plumbers at contractors' expense.	Direct negotiations of the parties.
g	g	.....	For employment of members of United Association of Plumbers in place of members of an independent local union.	Employment of United Association members only.	Direct negotiations of the parties.
280	.....	280	For increase in wages of 25 cents per day.	Wages advanced 25 cents per day (\$2.75 to \$3).	Conference of representatives of masters' association with union committee and national union official.
90	.....	90	Against employment of members of National Association of Steam and Hot Water Fitters, strikers being members of United Association of Plumbers, Etc.	Strike failed.....	Strikers' places filled with new hands.

## Working.

16,500	.....	16,500	For advance of wages from \$4 to \$4.50 per day for cornice makers, sheet-iron workers and tin roofers, and from \$3.75 to \$4.50 for metal ceiling workers.	Wages advanced to \$4.50 for all except metal ceiling workers who were advanced immediately to \$4 and to be further advanced to \$4.25 on March 1, 1906, and to \$4.50 on Sept. 1, 1906.	Arbitration under joint arbitration agreement of Building Trades Employers' Association and the unions. (Chaps. III and IV.)
192	.....	192	For increase in wages of 2½ cents an hour.	Advance of 2½ cents on Aug. 1, 1905.	Direct negotiations of the parties. Agreement signed (Chap. IV.)
672	.....	672	For increase in wages of 50 cents per day.	Wages advanced 25 cents per day.	Direct negotiations of the parties. (Chap. IV.)
15,000	.....	5,000	For advance of wages from \$2.50 to \$3 per day.	Compromise, terms of which were not made public.	Conference of committees from Master Sheet Metal Workers' Association and the union. (Chap. IV.)

## ing (National Strike).

240	.....	240	Against use of material furnished by the American Bridge Company against which a national strike existed because of subletting of a contract to a non-union firm in Boston, Mass.	Pending.	
4900	.....	900	Against use of material furnished by the American Bridge Company against which a national strike existed because of subletting of a contract to a non-union firm in Boston, Mass.	Pending.	

Strikers lost only two weeks time, finding work elsewhere. idle over 10 days.

Statistical reports from the union indicate that

# III.52 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Continued.

ESTABLISHMENTS INVOLVED.			EMPLOYEES.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
XII. BUILDING									
Structural Iron Working									
SCHENECTADY AND TROY.	2	2	20	Structural iron workers..	20	.....	20	Aug. 15.	
Structural Iron Work									
NEW YORK CITY.	1	1	31	Bridgemen.....	29	.....	29	June 23- July 29.	32
XIII. TRANS									
Elevated and Under									
NEW YORK CITY.	1	.....	5,200	Motormen, stationmen, switchmen, towermen, trackmen and train- men.	5,200	.....	5,200	March 7-14.	7
Freight Hand									
BUFFALO.									
Coal handling.....	1	1	21	Car handlers.....	21	.....	21	Aug. 14-15.	2
MECHANICVILLE.									
Freight handling.....	2	.....	73	Freight handlers.....	60	.....	60	May 22-30.	9
Team									
AUBURN.									
Coal handling.....	10	10	58	Teamsters and helpers..	58	.....	58	May 8-22.	13
NEW YORK CITY.									
Ice handling.....	1	.....	400	Helpers.....	100	.....	100	July 17-18.	2
Teaming.....	1	1	400	Drivers.....					
			25	Teamsters.....	25	.....	25	July 18-25.	7
Transportation of mail..	1	1	100	Single wagon drivers....	100	.....	100	Sept. 6-30.	25
			50	Double wagon drivers...	50	.....	50		

i Strikers lost only three day's

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT - REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			

## INDUSTRY—Continued.

## (National Strike)—Continued.

900	.....	00	Against use of material furnished by the American Bridge Company against which a national strike existed because of subletting of a contract to a non-union firm in Boston, Mass.	Pending.	
928	128	1,056	Sympathy with employees of same firm on strike at company's plant in Pennsylvania against employment of "repair gang" at work claimed to belong to bridgemen.	Compromise of original dispute in Pennsylvania.	Arbitration of original dispute by two arbitrators, one each appointed by the company and the union, work being resumed pending the decision. (Chap. IV.)

## PORTATION.

## ground Railways.

36,400	.....	36,400	For substitution of practical road test for physical examination to determine fitness for service, for advance in wages for all except motormen, and for reduction of hours on subway lines from 10 to 9 per day.	Strike failed.....	Strikers' places filled with new hands or strikers returned to work upon repudiation of their action by national union officials. (Chap. III.)
42	.....	42	For increase of wages from \$2 to \$2.25 per day and time and one-half for over time.	Strike failed.....	Strikers' places filled.
540	.....	540	For reemployment of two discharged union officials.	Strike failed.....	Strikers returned to work.
754	.....	754	For increase of wages from \$1.75 to \$2.00 per day...	Strikers returned to work at former rate of wages with understanding that those capable of earning \$2 should receive it.	Conference of employers' representative with union committee.
200	.....	200	For increase in wages of 25 cents per day.	Wages advanced 25 cents per day.	Direct negotiations of the parties.
175	.....	175	Lockout because of organization of a union.	Strikers returned to work upon firm's agreement not to discriminate against the union.	Conference of employers with union committee.
3,750	.....	3,750	For increase in wages of 40 cents per day.	Compromise advance of 15 cents for single wagon drivers and 25 cents for double wagon drivers.	Conference between postmaster of New York City and president of the council of team drivers' unions arranged by representative of State Board of Mediation (See Chap. III). Agreement signed.
time, finding work elsewhere.					

# III.54 NEW YORK STATE DEPARTMENT OF LABOR.

Table I.—Concluded.

ESTABLISHMENTS INVOLVED.			EMPLOYERS.					DURA	
INDUSTRY AND LOCALITY.	No.	Closed.	Total No.	Occupation.	NUMBER INVOLVED.			Date.	Days.
					Di-rectly.	Indi-rectly.	Total.		
<b>XIII. TRANSPOR</b>									
<b>Teaming,</b>									
Trucking.....	1	1	22	Double team drivers....	22	.....	22	Sept. 27.	1
			8	Single team drivers.....	8	.....	8		
<b>Track Re</b>									
BINGHAMTON.	1	.....	18	Section laborers.. .....	14	.....	14	May 6-11.	5
<b>XIV.</b>									
<b>Newspaper</b>									
TROY.	1	.....	250	Newsboys.....	250	.....	250	July 14-18.	5
<b>Office Building</b>									
BUFFALO.	1	.....	22	Elevator operators, por- ters, ushers and win- dow washers.	18	.....	18	June 1.	1

as No time lost, boys continuing

## Detailed statement of disputes reported in the year ended September 30, 1905.

TION.			ALLEGED CAUSE OR OBJECT.	RESULT.	MODE OF SETTLEMENT— REMARKS.
AGGREGATE DAYS LOST.					
Di- rectly.	Indi- rectly.	Total.			
<hr/>					
TATION—Continued.					
Etc.—Continued.					
15	.....		15 For increase in wages from \$13 to \$15 per week for double team drivers and from \$11 to \$13 per week for single team drivers.	Wages advanced as demanded	Conference of firm with union representatives.
pairing, Etc.					
70	.....		70 For increase in wages.....	Strike failed.....	Strikers returned to work.
<hr/>					
TRADE.					
Selling.					
m	.....	.....	For right to increase price of evening papers from 1 to 2 cents per copy.	Strike failed. Agreement for higher price signed but afterwards repudiated by employer.	Direct negotiations of the parties. (Chap. IV.)
<hr/>					
Maintenance.					
18	.....		18 For increase of wages from \$35 to \$40 per month.	Strike failed.....	Places of strikers filled.
<hr/>					

to handle other papers.



TABLE II.—NUMBER OF DISPUTES, EMPLOYEES AFFECTED, AND TIME LOST.

INDUSTRIES.	Number of disputes.	NUMBER OF EMPLOYEES—				AGGREGATE NUMBER OF WORKING DAYS LOST BY EMPLOYEES—		
		Before disputes.*	Directly concerned.	Indirectly affected.	Total number involved.	Directly concerned.	Indirectly concerned.	Total.
<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>								
Brick.....	5	2,528	2,482	.....	2,482	7,522	.....	7,522
Cement and plaster.....	3	844	255	564	819	7,475	40,020	47,495
Glass.....	1	54	23	.....	23	2,231	.....	2,231
Marble and stone.....	4	265	159	.....	159	7,411	.....	7,411
Total.....	13	3,691	2,919	564	3,483	24,639	40,020	64,659
<b>II. METALS, MACHINES AND CONVEYANCES.</b>								
Jewelry and optical goods.....	3	259	171	28	199	3,519	172	3,691
Boiler making and ship building	5	1,357	357	203	560	8,155	3,139	11,294
Foundries.....	8	3,424	448	638	1,086	12,827	5,070	17,897
Machine shop products, etc.....	10	1,756	689	647	1,336	14,476	3,316	17,792
Total.....	26	6,796	1,665	1,516	3,181	38,977	11,697	50,674
<b>III. WOOD MANUFACTURES.</b>								
Cooperage.....	1	3,010	160	.....	160	7,680	.....	7,680
Mattresses and upholstery.....	2	440	440	.....	440	6,406	.....	6,406
Wood working mills.....	4	2,038	415	.....	415	6,309	.....	6,309
Total.....	7	5,488	1,015	.....	1,015	20,395	.....	20,395
<b>IV. LEATHER AND RUBBER GOODS.</b>								
Leather dressing.....	3	610	177	55	232	4,228	770	4,998
<b>VI. PAPER AND PULP.</b>								
Paper.....	1	70	40	30	70	880	660	1,540
<b>VII. PRINTING AND PAPER GOODS.</b>								
Paper boxes.....	1	165	120	.....	120	10,080	.....	10,080
Printing (eight-hour movement)...	8	15,247	744	326	1,070	6,796	3,643	10,439
Printing (other disputes).....	4	507	77	.....	77	2,673	.....	2,673
Total.....	13	15,919	941	326	1,267	19,549	3,643	23,192
<b>VIII. TEXTILES.</b>								
Carpets.....	1	415	23	392	415	1,242	21,168	22,410
Cordage.....	1	458	89	50	139	134	75	209
Cotton goods.....	2	449	57	.....	57	131	.....	131
Knit goods.....	1	995	116	.....	116	812	.....	812
Silk ribbons.....	2	760	550	210	760	6,600	2,520	9,120
Total.....	7	3,077	835	652	1,487	8,919	23,763	32,682
<b>IX. CLOTHING, MILLINERY, LAUNDRY, ETC.</b>								
Caps.....	2	1,462	1,437	.....	1,437	27,960	.....	27,960
Collars, cuffs and shirts.....	2	10,038	653	1,600	2,253	72,442	38,000	110,442
Men's clothing.....	2	28,224	4,224	12,000	16,224	50,400	144,000	194,000
Overalls.....	2	92	67	14	81	2,860	840	3,700
Women's clothing.....	3	1,630	1,572	58	1,630	27,187	348	27,535
Total.....	11	41,446	7,953	13,672	21,625	180,849	183,188	364,037

\*The total number of employees before dispute is in several instances larger here than is indicated by figures given in Table I, owing to the fact that where such number was not reported it has been assumed to be at least as large as the number involved in the dispute.

Table II.—Number of Disputes, Employees Affected, and Time Lost—Concluded.

INDUSTRIES.	Number of disputes.	NUMBER OF EMPLOYEES—				AGGREGATE NUMBER OF WORKING DAYS LOST BY EMPLOYEES—		
		Before dispute.*	Directly concerned.	Indirectly affected.	Total number involved.	Directly concerned.	Indirectly concerned.	Total.
<b>X. FOOD, LIQUORS AND TOBACCO.</b>								
Bakeries.....	4	2,400	1,864	500	2,364	28,384	7,000	35,384
Bean picking.....	1	18	14		14	182		182
Cigars.....	1	35	35		35	140		140
Meats.....	2	247	125	8	133	1,745	8	1,753
Total.....	8	2,700	2,038	508	2,546	30,451	7,008	37,459
<b>XI. WATER, LIGHT AND POWER.</b>								
Electric light and power.....	1	80	19		19	19		19
<b>XII. BUILDING INDUSTRY.</b>								
Excavating, paving, etc.....	8	10,561	9,866	625	10,491	127,375	8,650	136,025
Building (general).....	16	19,505	15,396	3,946	19,342	255,440	75,094	330,534
Carpentering.....	1	101	101		101	1,818		1,818
Electric wiring.....	2	55	55		55	834		834
Glazing.....	2	918	718		718	13,356		13,356
Masonry.....	5	822	602	130	732	2,000	600	2,600
Painting.....	5	436	322		322	1,918		1,918
Plumbing.....	6	209	153	25	178	1,972		1,972
Sheet metal working.....	4	1,664	1,664		1,664	22,364		22,364
Structural iron working (national strike).....	3	130	130		130	1,200		1,200
Structural iron working (other disputes).....	1	40	29	4	33	928	128	1,056
Total.....	53	34,441	29,036	4,730	33,766	429,205	84,472	513,677
<b>XIII. TRANSPORTATION.</b>								
Elevated and underground railways.....	1	5,200	5,200		5,200	36,400		36,400
Freight handling, etc.....	2	94	81		81	582		582
Teaming, etc.....	5	1,063	363		363	4,894		4,894
Track repairing.....	1	18	14		14	70		70
Total.....	9	6,375	5,658		5,658	41,946		41,946
<b>XIV. TRADE.</b>								
Newspaper selling.....	1	250	250		250			†
Office building maintenance.....	1	22	18		18	18		18
Total.....	2	272	268		268	18		18
<b>GRAND TOTAL.....</b>	<b>154</b>	<b>120,915</b>	<b>52,564</b>	<b>22,033</b>	<b>74,617</b>	<b>800,075</b>	<b>355,221</b>	<b>1,155,296</b>

\*The total number of employees before dispute is in several instances larger here than is indicated by figures given in Table I, owing to the fact that where such number was not reported it has been assumed to be at least as large as the number involved in the dispute.

†No time lost, boys continuing to handle other papers.

TABLE. III.—CAUSES OF DISPUTES, COMBINED WITH RESULTS.

(Figures parenthesized indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			Disputes.	TOTAL NUMBER OF—		Days' work lost by those directly concerned.
	Employers.	Workmen.	Neither side.		EMPLOYEES CONCERNED.		
					Directly.	Indirectly.	

I. INCREASE OF WAGES.							
I. STONE, CLAY AND GLASS PRODUCTS.							
Brick.....			(4) 2,458	4	2,458		6,802
Cement and plaster.....	(1) 80		(1) 115	2	195	214	695
Total.....	(1) 80		(5) 2,573	6	2,653	214	7,497
II. METALS, MACHINES AND CONVEYANCES.							
Jewelry and optical goods.....		(1) 31	(1) 55	2	86	28	519
Boiler making and ship building.....	(2) 55		(1) 247	3	302	163	7,410
Foundries.....	(2) 299			2	299	300	9,268
Machine products, etc.....	(3) 127		(2) 248	5	375	556	11,929
Total.....	(7) 481	(1) 31	(4) 550	12	1,062	1,047	29,126
III. WOOD MANUFACTURES.							
Cooperage.....	(1) 160			1	160		7,680
Mattresses and upholstery.....		(1) 210		1	210		4,200
Wood working mills.....			(1) 15	1	15		405
Total.....	(1) 160	(1) 210	(1) 15	3	385		12,285
VII. PRINTING AND PAPER GOODS.							
Printing.....			(1) 17	1	17		204
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.							
Men's clothing.....		(1) 4,000		1	4,000	12,000	48,000
Overalls.....			(1) 20	1	20		40
Women's clothing.....			(2) 1,267	2	1,267	58	17,602
Total.....		(1) 4,000	(3) 1,287	4	5,287	12,058	65,642
X. FOOD, LIQUORS AND TOBACCO.							
Bean picking.....			(1) 14	1	14		182
Cigars.....	(1) 35			1	35		140
Total.....	(1) 35		(1) 14	2	49		322
XI. WATER, LIGHT AND POWER.							
Electric light and power.....	(1) 19			1	19		19
XII. BUILDING INDUSTRY.							
Excavating, paving, etc.....	(1) 10	(1) 100	(1) 50	3	160	25	380
Carpentering.....		(1) 101		1	101		1,818
Electric wiring.....			(1) 42	1	42		756
Glazing.....	(1) 700		(1) 18	2	718		13,356
Masonry.....	(1) 150	(2) 255	(1) 175	4	580	100	2,000
Painting.....		(1) 150		1	150		1,050
Plumbing.....		(1) 35	(1) 50	2	85		830
Sheet metal working.....		(2) 1,532	(2) 132	4	1,664		22,364
Total.....	(3) 860	(8) 2,173	(7) 467	18	3,500	125	42,534

Table III.—Causes of Disputes, Combined with Results—Continued.

(Figures parenthesized indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYERS DIRECTLY CONCERNED, WON BY—			Disputes.	TOTAL NUMBER OF—		
					EMPLOYEES CONCERNED.		Days' work lost by those directly concerned.
	Employers.	Workmen.	Neither side.		Directly.	Indirectly.	
I. INCREASE OF WAGES—Continued.							
XIII. TRANSPORTATION.							
Freight handling, etc. ....	(1) 21	(2) 130	(2) 208	1	21		42
Teaming, etc. ....	(1) 14			4	338		4,719
Track repairing. ....	(1) 14			1	14		70
Total. ....	(2) 35	(2) 130	(2) 208	6	373		4,831
XIV. TRADE.							
Newspaper selling. ....	(1) 250			1	250		
Office building maintenance. ....	(1) 18			1	18		18
Total. ....	(2) 268			2	268		18
GRAND TOTAL. ....	(18) 1,938	(13) 6,544	(24) 5,131	55	13,613	13,444	162,118

**II. REDUCTION OF WAGES.**

<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>							
Cement and plaster.....		(1) 60	1	60	350		6,780
Marble and stone.....		(1) 45	1	45			180
Total.....		(1) 45	(1) 60	2	105	350	6,960
<b>II. METALS, MACHINES AND CONVEYANCES.</b>							
Machine shop products.....	(1) 126			1	126		378
<b>III. WOOD MANUFACTURES.</b>							
Wood working mills.....	(1) 34			1	34		204
<b>IX. CLOTHING, MILLINERY, LAUNDRY, ETC.</b>							
Collars, cuffs and shirts.....	(1) 13			1	13		442
<b>X. FOOD, LIQUORS AND TOBACCO.</b>							
Meats.....	(1) 35			1	35	8	35
<b>XII. BUILDING INDUSTRY.</b>							
Excavating, paving, etc.....	(1) 30			1	30		15
Electric wiring.....		(1) 13	1	13			78
Total.....	(1) 30	(1) 13	2	43			93
GRAND TOTAL.....	(5) 238	(1) 45	(2) 73	8	356	358	8,112

**III. REDUCTION OF HOURS.**

<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>							
Marble and stone.....	(1) 38			1	38		6,900

Table III.—Causes of Disputes, Combined with Results—Continued.

(Figures parenthesised indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			Disputes.	TOTAL NUMBER OF—		
	Employers.	Workmen.	Neither side.		EMPLOYEES CONCERNED.		Days' work lost by those directly concerned.
					Directly.	Indirectly.	
III. REDUCTION OF HOURS—Continued.							
II. METALS, MACHINES AND CONVEYANCES.							
Foundries.....	(1) 20	(1) 15	.....	2	35	5	555
Machine shop products, etc.....	(1) 100	(1) 47	.....	2	147	91	1,764
Total.....	(2) 120	(2) 62	.....	4	182	96	2,319
III. WOOD MANUFACTURES.							
Wood working mills.....	(1) 350	.....	(1) * 16	2	366	.....	5,700
VII. PRINTING AND PAPER GOODS.							
Printing (eight-hour movement).....	(1) 21	(2) 341	(5) * 382	8	744	326	6,796
X. FOOD, LIQUORS AND TOBACCO.							
Bakeries.....	.....	(1) 360	(1) 1,165	2	1,525	500	20,270
XII. BUILDING INDUSTRY.							
Excavating, paving, etc.....	(1) 1,181	.....	.....	1	1,181	.....	25,000
Plumbing.....	.....	(1) 12	.....	1	12	.....	588
Total.....	(1) 1,181	(1) 12	.....	2	1,193	.....	25,588
GRAND TOTAL.....	(5) 1,672	(7) 813	(7) 1,563	19	4,048	922	67,573

**IV. TRADE UNIONISM.**

<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>							
Marble and stone.....	(1) 51	.....	.....	1	51	.....	306
<b>II. METALS, MACHINES AND CONVEYANCES.</b>							
Jewelry and optical goods.....	(1) 85	.....	.....	1	85	.....	3,000
Boiler making and ship building.....	.....	.....	(1) 25	1	25	40	625
Foundries.....	(1) 23	(2) 43	.....	3	66	260	2,764
Machine shop products, etc.....	.....	(1) 29	(1) 12	2	41	.....	405
Total.....	(2) 108	(3) 72	(2) 37	7	217	300	6,794
<b>IV. LEATHER AND RUBBER GOODS.</b>							
Leather dressing.....	.....	.....	(1) * 55	1	55	.....	2,700
<b>VI. PAPER AND PULP.</b>							
Paper.....	.....	(1) 40	.....	1	40	30	880
<b>VII. PRINTING AND PAPER GOODS.</b>							
Paper boxes.....	(1) 120	.....	.....	1	120	.....	10,080
Printing.....	(1) 15	.....	(1) 13	2	28	.....	165
Total.....	(2) 135	.....	(1) 13	3	148	.....	10,245
<b>VIII. TEXTILES.</b>							
Carpets.....	(1) 23	.....	.....	1	23	392	1,242

\*Pending.

Table III.—Causes of Disputes, Combined with Results—Continued.

(Figures parenthesised indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			Disputes.	TOTAL NUMBER OF—		
	Employers.	Workmen.	Neither side.		EMPLOYEES CONCERNED.		Days' work lost by those directly concerned.
					Directly.	Indirectly.	
IV. TRADE UNIONISM—Continued.							
IX. CLOTHING, MILLINERY, LAUNDRY, ETC.							
Caps.....			(2) 1,437	2	1,437		27,960
Collars, cuffs and shirts.....			(1) * 640	1	640	1,600	72,000
Men's clothing.....	(1) 224			1	224		2,400
Overalls.....			(1) † 47	1	47	14	2,820
Women's clothing.....		(1) 305		1	305		9,585
Total.....	(1) 224	(1) 305	(4) 2,124	6	2,653	1,614	105,180
X. FOOD, LIQUORS AND TOBACCO.							
Bakeries.....	(1) 289			1	289		7,514
Meats.....	(1) 90			1	90		1,710
Total.....	(2) 379			2	379		9,224
XII. BUILDING INDUSTRY.							
Excavating, paving, etc.....			(1) † 8,355	1	8,355	600	101,620
Building (general).....	(3) 204	(9) 398	(1) 30	13	632	55	4,600
Painting.....	(2) 80	(1) 12		3	92		708
Plumbing.....	(1) 15	(1) 25		2	40	25	90
Structural iron working (national strike).....			(3) 130	3	130		1,200
Total.....	(6) 299	(11) 435	(5) 8,615	22	9,249	680	108,218
XIII. TRANSPORTATION.							
Freight handling, etc.....	(1) 60			1	60		540
Teaming, etc.....			(1) 25	1	25		175
Total.....	(1) 60		(1) 25	2	85		715
GRAND TOTAL.....	(16) 1,279	(16) 852	(14) 10,769	46	12,900	3,016	255,089

**V. EMPLOYMENT OF PARTICULAR PERSONS.**

<b>II. METALS, MACHINES AND CONVEYANCES.</b>							
Foundries.....	(1) 48			1	48	73	240
<b>VIII. TEXTILES.</b>							
Cotton goods.....			(1) 20	1	20		20
Silk ribbon.....	(2) 550			2	550	210	6,600
Total.....	(2) 550		(1) 20	3	570	210	6,620
<b>XII. BUILDING INDUSTRY.</b>							
Excavating, paving, etc.....			(1) 100	1	100		100
Painting.....	(1) 80			1	80		160
Plumbing.....		(1) 16		1	16		464
Total.....	(1) 80	(1) 16	(1) 100	3	196		724
GRAND TOTAL.....	(4) 678	(1) 16	(2) 120	7	814	283	7,584

\*Pending.

†Result not reported.

Table III.—Causes of disputes, Combined with Results—Continued.

(Figures parenthesized indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUM- BER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			Disputes.	TOTAL NUMBER OF—		Days' work lost by those directly concerned.
	Employ- ers.	Work- men.	Neither side.		EMPLOYEES CONCERNED.		
					Di- rectly.	Indi- rectly.	
VI. WORKING ARRANGEMENTS.							
I. STONE, CLAY AND GLASS PRO- DUCTS.							
Brick.....	(1)	23	(1)	24	1	24	720
Glass.....	(1)	23			1	23	2,231
Total.....	(1)	23	(1)	24	2	47	2,951
III. WOOD MANUFACTURES.							
Matresses and upholstery.....			(1)	230	1	230	2,206
IV. LEATHER AND RUBBER GOODS.							
Leather dressing.....	(1)	15	(1)	107	2	122	55 1,528
VII. PRINTING AND PAPER GOODS.							
Printing.....	(1)	32			1	32	2,304
VIII. TEXTILES.							
Cordage.....	(1)	89			1	89	50 134
Cotton goods.....	(1)	37			1	37	111
Knit goods.....	(1)	116			1	116	812
Total.....	(3)	242			3	242	50 1,057
X. FOOD, LIQUORS AND TOBACCO.							
Bakeries.....	(1)	50			1	50	600
XII. BUILDING INDUSTRY.							
Building (general).....			(1)	75	1	75	300
GRAND TOTAL.....	(7)	362	(4)	436	11	798	105 10,946
VII. PAYMENT OF WAGES.							
I. STONE, CLAY AND GLASS PRO- DUCTS.							
Marble and stone.....			(1)	25	1	25	25
XII. BUILDING INDUSTRY.							
Excavating, paving, etc.....			(1)	40	1	40	280
GRAND TOTAL.....			(2)	65	2	65	305
VIII. SYMPATHETIC.							
II. METALS, MACHINERY AND CON- VEYANCES.							
Boiler making and ship building.....	(1)	30			1	30	120
XII. BUILDING INDUSTRY.							
Structural iron working.....			(1)	29	1	29	4 928
GRAND TOTAL.....	(1)	30	(1)	29	2	59	4 1,048

Table III.—Causes of Disputes, Combined with Results—Concluded.

(Figures parenthesized indicate number of disputes.)

INDUSTRIES.	NUMBER OF DISPUTES, WITH NUMBER OF EMPLOYEES DIRECTLY CONCERNED, WON BY—			TOTAL NUMBER OF—			
				Disputes.	EMPLOYEES CONCERNED.		Days' work lost by those directly concerned.
	Employers.	Workmen.	Neither side.		Directly.	Indirectly.	
IX. MISCELLANEOUS.							
XII. BUILDING INDUSTRY.							
Building industry (general).....	(2) 14,689	.....	.....	2	14,689	3,891	250,540
Masonry.....	(1) 22	.....	.....	1	22	30	.....
Total.....	(2) 14,689	(1) 22	.....	3	14,711	3,921	250,540
XIII. TRANSPORTATION.							
Elevated and underground railways..	(1) 5,200	.....	.....	1	5,200	.....	36,400
GRAND TOTAL.....	(3) 19,889	(1) 22	.....	4	19,911	3,921	286,940



TABLE IV.—RESULTS

INDUSTRIES.	WON BY—					
	EMPLOYERS.				WORK	
	Dis- putes.	Estab- lish- ments.	Empley- ees di- rectly affected.	Days lost by those directly affected.	Dis- putes.	Estab- lish- ments.
<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>						
Brick.....					1	1
Cement and plaster.....	1	1	80	120		
Glass.....	1	1	23	2,231		
Marble and stone.....	1	2	51	306	3	7
Total.....	3	4	154	2,657	4	8
<b>II. METALS, MACHINES AND CON- VEYANCES.</b>						
Jewelry and optical goods.....	1	18	85	3,000	1	1
Boiler making and shipbuilding....	3	3	85	1,505		
Foundries.....	5	16	390	12,368	3	3
Machine shop products, etc.....	5	14	353	4,763	2	2
Total.....	14	51	913	21,636	6	6
<b>III. WOOD MANUFACTURES.</b>						
Cooperage.....	1	65	160	7,680		
Mattresses and upholstery.....					2	79
Wood working mills.....	2	52	384	5,104		
Total.....	3	117	544	12,784	2	79
<b>IV. LEATHER AND RUBBER GOODS.</b>						
Leather dressing.....	1	1	15	30	1	1
<b>VI. PAPER AND PULP.</b>						
Paper.....					1	1
<b>VII. PRINTING AND PAPER GOODS.</b>						
Paper boxes.....	1	1	120	10,080		
Printing (eight-hour movement).....	1	1	21	630	2	9
Printing (other disputes).....	2	2	47	2,404		
Total.....	4	4	188	13,114	2	9
<b>VIII. TEXTILES.</b>						
Carpets.....	1	1	23	1,242		
Cordage.....	1	1	89	134		
Cotton goods.....	1	1	37	111		
Knit goods.....	1	1	116	812		
Silk ribbon.....	2	2	550	6,600		
Total.....	6	6	815	8,899		
<b>IX. CLOTHING, MILLINERY, LAUN- DRY, ETC.</b>						
Caps.....						
Collars, cuffs and shirts.....	1	1	13	442		
Men's clothing.....	1	1	224	2,400	1	180
Overalls.....						
Women's clothing.....					1	6
Total.....	2	2	237	2,842	2	186
<b>X. FOOD, LIQUORS AND TOBACCO.</b>						
Bakeries.....	2	90	339	8,114	1	62
Bean picking.....						
Cigars.....	1	1	35	140		
Meats.....	2	41	125	1,745		
Total.....	5	132	499	9,999	1	62

\*One pending.

## OF DISPUTES.

ERS.		COMPROMISED.				GRAND TOTAL.			
Employ-ees di-rectly affected.	Days lost by those di-rectly affected.	Dis-putes.	Estab-lish-ments.	Employ-ees di-rectly affected.	Days lost by those di-rectly affected.	Dis-putes.	Estab-lish-ments.	Employ-ees di-rectly affected.	Days lost by those di-rectly affected.
24	720	4	19	2,458	6,802	5	20	2,482	7,522
.....	.....	2	2	175	7,355	3	3	255	7,475
108	7,105	.....	.....	.....	.....	1	1	23	2,231
.....	.....	.....	.....	.....	.....	4	9	159	7,411
132	7,825	6	21	2,633	14,157	13	33	2,919	24,639
31	217	1	1	55	302	3	20	171	3,519
.....	.....	2	3	272	6,650	5	6	357	8,155
58	459	.....	.....	.....	.....	8	19	448	12,827
76	825	*3	28	260	8,888	10	44	689	14,476
165	1,501	6	32	587	15,840	26	89	1,665	38,977
440	6,406	.....	.....	.....	.....	1	65	160	7,680
.....	.....	*2	3	31	1,205	2	79	440	6,406
.....	.....	.....	.....	.....	.....	4	55	415	6,309
440	6,406	2	3	31	1,205	7	199	1,015	20,395
107	1,498	†1	1	55	2,700	3	3	177	4,228
40	880	.....	.....	.....	.....	1	1	40	880
341	1,946	15	46	382	4,220	1	1	120	10,080
.....	.....	2	5	30	269	8	56	744	6,796
.....	.....	.....	.....	.....	.....	4	7	77	2,673
341	1,946	7	51	412	4,489	13	64	941	19,549
.....	.....	.....	.....	.....	.....	1	1	23	1,242
.....	.....	.....	.....	.....	.....	1	1	89	134
.....	.....	1	1	20	20	2	2	57	131
.....	.....	.....	.....	.....	.....	1	1	116	812
.....	.....	.....	.....	.....	.....	2	2	550	6,800
.....	.....	1	1	20	20	7	7	835	8,919
.....	.....	2	21	1,437	27,960	2	21	1,437	27,960
.....	.....	†1	8	640	72,000	2	9	653	72,442
4,000	48,000	.....	.....	.....	.....	2	181	4,224	50,400
305	9,585	*2	2	67	2,860	2	2	67	2,860
.....	.....	2	27	1,267	17,602	3	33	1,572	27,187
4,305	57,585	7	58	3,411	120,422	11	246	7,953	180,849
360	3,960	1	255	1,165	16,310	4	407	1,864	28,384
.....	.....	1	1	14	182	1	1	14	182
.....	.....	.....	.....	.....	.....	1	1	35	140
.....	.....	.....	.....	.....	.....	2	41	125	1,745
360	3,960	2	256	1,179	16,492	8	450	2,038	30,451

†Pending.

III.66 NEW YORK STATE DEPARTMENT OF LABOR.

Table IV.—Concluded.

INDUSTRIES.	WON BY—					
	EMPLOYERS.				WORK	
	Dis- putes.	Estab- lish- ments.	Emple- ees di- rectly affected.	Days lost by those directly affected.	Dis- putes.	Estab- lish- ments.
<b>XI. WATER, LIGHT AND POWER.</b>						
Electric light and power.....	1	1	19	19	.....	.....
<b>XII. BUILDING INDUSTRY.</b>						
Excavating, paving, etc.....	3	3	1,221	25,075	2	2
Building (general).....	5	413	14,893	254,341	10	16
Carpentering.....	.....	.....	.....	.....	1	16
Electric wiring.....	.....	.....	.....	.....	.....	.....
Glazing.....	1	33	700	12,600	.....	.....
Masonry.....	1	22	150	150	3	23
Painting.....	3	22	160	760	2	29
Plumbing.....	1	1	15	90	4	20
Sheet metal working.....	.....	.....	.....	.....	2	80
Structural iron working (national strike).....	.....	.....	.....	.....	.....	.....
Structural iron working (other dis- putes).....	.....	.....	.....	.....	.....	.....
Total.....	14	494	17,139	293,016	24	191
<b>XIII. TRANSPORTATION.</b>						
Elevated and underground railways.	1	1	5,200	36,400	.....	.....
Freight handling, etc.....	2	3	81	582	.....	.....
Teaming, etc.....	.....	.....	.....	.....	2	2
Track repairing.....	1	1	14	70	.....	.....
Total.....	4	5	5,295	37,052	2	2
<b>XIV. TRADE.</b>						
Newspaper selling.....	1	1	250	.....	.....	.....
Office building maintenance.....	1	1	18	18	.....	.....
Total.....	2	2	268	18	.....	.....
<b>GRAND TOTAL.....</b>	<b>59</b>	<b>819</b>	<b>26,086</b>	<b>402,066</b>	<b>45</b>	<b>545</b>

## Results of Disputes.

NRA.		COMPROMISED.				GRAND TOTAL.			
Employ-ees di-rectly affected.	Days lost by those di-rectly affected.	Dis-putes.	Estab-lish-ments.	Employ-ees di-rectly affected.	Days lost by those di-rectly affected.	Dis-putes.	Estab-lish-ments.	Employ-ees di-rectly affected.	Days lost by those di-rectly affected.
						1	1	19	19
140	490	3	87	8,505	101,820	8	92	9,866	127,375
473	949	1	1	30	150	16	430	15,396	255,440
101	1,818					1	16	101	1,818
		2	8	55	834	2	8	55	834
		1	7	18	756	2	40	718	13,356
277	800	1	31	175	1,050	5	81	602	2,000
162	1,158					4	31	252	1,358
88	1,332	1	28	50	550	7	69	223	2,532
1,532	16,692	2	51	132	5,672	4	131	1,664	22,364
		3	4	130	1,200	3	4	130	1,200
		1	1	29	928	1	1	29	928
2,773	23,229	15	218	9,124	112,960	53	903	29,036	429,205
						1	1	5,200	36,400
						2	3	81	582
130	215	3	12	233	4,679	5	14	363	4,894
						1	1	14	70
130	215	3	12	233	4,679	9	19	5,658	41,946
						1	1	250	.....
						1	1	18	18
						2	2	268	18
8,793	105,045	50	653	17,685	292,964	154	2,017	52,564	800,075

**TABLE V.—MODE OF**  
(Parenthesized figures indicate

INDUSTRIES.	NUMBER OF WORKERS	
	By direct negotiations.	By return to work on employer's terms.
<b>I. STONE, CLAY AND GLASS PRODUCTS.</b>		
Brick.....	(5) 2,482	.....
Cement and plaster.....	(1) 410	(1) 280
Glass.....	(1) 23	.....
Marble and stone.....	(3) 108	.....
Total.....	(10) 3,023	(1) 280
<b>II. METALS, MACHINES AND CONVEYANCES.</b>		
Jewelry and optical goods.....	(2) 114	(1) 85
Boiler making and ship building.....	(3) 500	(1) 30
Foundries.....	(3) 164	(1) 20
Machine shop products, etc.....	(3) 391	(4) 809
Total.....	(11) 1,169	(7) 944
<b>III. WOOD MANUFACTURES.</b>		
Cooperage.....	(1) 160	.....
Mattresses and upholstery.....	(2) 440	.....
Wood working mills.....	(1) 15	(2) 384
Total.....	(4) 615	(2) 384
<b>IV. LEATHER AND RUBBER GOODS.</b>		
Leather dressing.....	(1) 162	.....
<b>VI. PAPER AND PULP.</b>		
Paper.....	(1) 70	.....
<b>VII. PRINTING AND PAPER GOODS.</b>		
Paper boxes.....	.....	(1) 120
Printing (eight-hour movement).....	(3) 684	.....
Printing (other disputes).....	(2) 30	(1) 15
Total.....	(5) 714	(2) 135
<b>VIII. TEXTILES.</b>		
Carpets.....	(1) 139	.....
Cordage.....	(1) 20	(1) 37
Cotton goods.....	.....	(1) 116
Knit goods.....	(1) 380	(1) 380
Silk ribbon.....	.....	.....
Total.....	(3) 539	(3) 533
<b>IX. CLOTHING, MILLINERY, LAUNDRY, ETC.</b>		
Caps.....	(2) 1,437	.....
Collars, cuffs, and shirts.....	.....	.....
Men's clothing.....	(1) 16,000	.....
Overalls.....	(2) 81	.....
Women's clothing.....	(3) 1,630	.....
Total.....	(8) 19,148	.....

## SETTLEMENT OF DISPUTES.

(the number of disputes.)

## DIRECTLY AND INDIRECTLY AFFECTED BY DISPUTES WHICH WERE SETTLED—

By replacement of workers.	By mediation or permanent conciliation agencies.	BY ARBITRATION OF—		Mode of settlement not reported.	Total.
		Trade boards.	Individuals.		
					(5) 2,482
	(1) 129				(3) 819
		(1) 51			(1) 23
					(4) 159
	(1) 129	(1) 51			(13) 3,483
					(3) 199
(1) 30					(5) 560
(2) 35	(2) 867				(8) 1,086
(1) 100			(1) 12	(1) 24	(10) 1,336
(4) 165	(2) 867		(1) 12	(1) 24	(26) 3,181
					(1) 160
					(2) 440
				(1) 16	(4) 415
				(1) 16	(7) 1,015
	(1) 15			(1) 55	(3) 232
					(1) 70
					(1) 120
(1) 32				(5) 386	(8) 1,070
					(4) 77
(1) 32				(5) 386	(13) 1,267
(1) 415					(1) 415
					(1) 139
					(2) 57
					(1) 116
					(2) 760
(1) 415					(7) 1,487
					(2) 1,437
(1) 13				(1) 2,240	(2) 2,253
(1) 224					(2) 16,224
					(2) 81
					(3) 1,630
(2) 237				(1) 2,240	(11) 21,625

# III.70 NEW YORK STATE DEPARTMENT OF LABOR.

Table V.—Concluded.

(Parenthesised figures indicate

INDUSTRIES.	NUMBER OF WORKERS	
	By direct negotiations.	By return to work on employer's terms.
<b>X. FOOD, LIQUORS AND TOBACCO.</b>		
Bakeries.....	(2) 2,025	(1) 289
Bean picking.....	(1) 14	.....
Cigars.....	.....	(1) 35
Meats.....	.....	(1) 90
Total.....	(3) 2,039	(3) 414
<b>XI. WATER, LIGHT AND POWER.</b>		
Electric light and power.....	.....	.....
<b>XII. BUILDING INDUSTRY.</b>		
Excavating, paving, etc.....	(4) 9,195	(1) 30
Building (general).....	(12) 19,084	(3) 237
Carpentering.....	(1) 101	.....
Electric wiring.....	(2) 55	.....
Glazing.....	(1) 18	.....
Masonry.....	(2) 255	(1) 150
Painting.....	(2) 162	(1) 70
Plumbing.....	(5) 163	.....
Sheet metal working.....	(3) 164	.....
Structural iron working (national strikes).....	.....	.....
Structural iron working (other disputes).....	.....	.....
Total.....	(32) 29,197	(6) 487
<b>XIII. TRANSPORTATION.</b>		
Elevated and underground railways.....	.....	.....
Freight handling, etc.....	.....	(1) 60
Teaming, etc.....	(4) 213	.....
Track repairing.....	.....	(1) 14
Total.....	(4) 213	(2) 74
<b>XIV. TRADE.</b>		
Newspaper selling.....	(1) 250	.....
Office building maintenance.....	.....	.....
Total.....	(1) 250	.....
GRAND TOTAL.....	(83) 57,139	(26) 3,251

the number of disputes.)

## Mode of Settlement of Disputes.

## DIRECTLY AND INDIRECTLY AFFECTED BY DISPUTES WHICH WERE SETTLED—

By replacement of workers.		By mediation or permanent conciliation agencies.	BY ARBITRATION OF—		Mode of settlement not reported.	Total.
			Trade boards.	Individuals.		
(1) 50						(4) 2,364
						(1) 14
						(1) 35
(1) 43						(2) 133
(2) 93						(8) 2,546
(1) 19						(1) 19
(2) 1,191	(1) 75					(8) 10,491
(1) 21						(16) 19,342
						(1) 101
						(2) 55
(1) 700	(1) 275	(1) 52				(2) 718
(2) 90						(5) 732
(1) 15		(1) 1,500				(5) 322
						(6) 178
						(4) 1,664
				(1) 33	(3) 130	(3) 130
						(1) 33
(7) 2,017	(2) 350	(2) 1,552	(1) 33	(3) 130	(53) 33,766	
(1) 5,200						(1) 5,200
(1) 21	(1) 150					(2) 81
						(5) 363
						(1) 14
(2) 5,221	(1) 150					(9) 5,658
(1) 18						(1) 250
						(1) 18
(1) 18						(2) 268
(21) 8,217	(7) 1,511	(3) 1,603	(2) 45	(12) 2,851	(154) 74,617	



TABLE VI.—INDUSTRIAL DISPUTES, BY CITIES AND

LOCALITY.	Number of disputes.	ESTABLISHMENTS.*		WORKERS AFFECTED.		AGGREGATE DAYS LOST.		
		Involved.	Closed.	Directly.	Indirectly.	Directly.	Indirectly.	Total.
Albany.....	5	81	32	597	634	3,836	3,775	7,611
Auburn.....	3	14	13	160	50	966	75	1,041
Batavia.....	3	9	1	78	25	1,008	50	1,058
Binghamton.....	3	3	1	63	.....	239	.....	239
Buffalo.....	9	30	11	358	75	2,646	1,875	4,521
Caledonia.....	1	1	.....	14	.....	182	.....	182
Canajoharie.....	1	1	.....	35	8	35	8	43
Coeymans.....	1	1	1	200	.....	400	.....	400
Cohoes.....	2	2	1	30	.....	60	.....	60
Dunkirk.....	1	1	.....	13	.....	442	.....	442
Elmira.....	1	1	1	47	91	564	1,092	1,656
Fleshkill and vicinity.....	1	14	14	1,700	.....	5,100	.....	5,100
Fulton.....	1	1	1	40	.....	280	.....	280
Glens Falls.....	1	1	1	60	350	6,780	39,550	46,330
Gloversville.....	2	5	4	22	.....	648	.....	648
Green Island.....	2	2	2	73	113	865	1,365	2,230
Haverstraw.....	1	1	.....	24	.....	720	.....	720
Hillburn.....	1	1	.....	126	.....	378	.....	378
Hornellsville.....	1	1	.....	30	.....	120	.....	120
Hudson.....	1	1	.....	80	200	120	400	520
Ilion.....	1	1	.....	23	.....	2,500	.....	2,500
Ithaca.....	3	3	1	156	.....	1,280	.....	1,280
Johnstown.....	1	1	.....	15	.....	30	.....	30
Kingston.....	1	1	.....	38	.....	6,900	.....	6,900
Little Falls.....	1	1	.....	116	.....	812	.....	812
Mechanicville.....	1	2	.....	60	.....	640	.....	640
Newark Valley.....	1	1	.....	12	.....	84	.....	84
Newburgh.....	2	2	.....	135	14	935	70	1,005
New Windsor.....	1	3	3	186	.....	186	.....	186
New York City.....	61	1,559	1,229	44,784	18,321	655,900	243,866	899,766
North Tonawanda.....	2	3	2	62	14	2,225	840	4,065
Niagara Falls.....	3	30	27	158	.....	2,485	.....	2,485
Oneida.....	1	4	.....	17	.....	204	.....	204
Oswego.....	1	1	.....	37	.....	111	.....	111
Peekskill.....	1	1	1	100	.....	100	.....	100
Port Chester.....	1	12	12	100	.....	800	.....	800
Poughkeepsie.....	2	30	30	67	.....	952	.....	952
Rifton.....	1	1	1	23	392	1,242	21,168	22,410
Rochester.....	5	23	1	351	14	5,888	84	5,972
Sandy Hill.....	1	1	.....	15	5	195	65	260
Saratoga Springs.....	1	1	.....	12	.....	24	.....	24
Schenectady.....	2	3	2	41	48	690	1,440	2,130
Stockport.....	1	1	1	372	.....	1,116	.....	1,116
Syracuse.....	7	94	50	487	59	10,091	838	10,929
Troy.....	3	10	1	930	1,630	72,880	38,660	111,540
Troy, Cohoes, Watervliet.....	1	5	5	42	.....	756	.....	756
Utica.....	1	1	1	100	.....	200	.....	200
Walden.....	2	2	.....	65	.....	1,795	.....	1,795
Waterford.....	1	1	1	30	.....	15	.....	15
Watertown.....	1	6	.....	60	.....	1,140	.....	1,140
Yonkers.....	2	42	22	220	.....	1,610	.....	1,610
Total.....	154	2,017	1,473	52,564	22,053	800,075	355,221	1,155,296

TOWNS, OCTOBER 1, 1904, TO SEPTEMBER 30, 1905.

## CAUSES OF DISPUTES.

INCREASE OF WAGES.		REDUCTION OF WAGES.		REDUCTION OF HOURS.		TRADE UNIONISM.		PARTICULAR PERSONS.	
Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.
1	175			1	329	2	43		
1	58	1	13						
1	50			1	16	1	12		
2	33					1	30		
4	94	1	45	1	132	3	87		
1	14								
1	200	1	35						
		1	13			1	10	1	20
1	1,700			1	47				
1	10	1	60	1	12				
						1	25	1	48
		1	126						
1	80								
						1	23		
						2	131		
				1	38				
1	12					1	60		
1	115			1	20				
1	186								
20	9,278			4	3,056	24	11,504	4	646
1	15					1	47		
2	133			1	25				
1	17								
1	100							1	100
2	67								
				2	216	1	23		
				1	15	3	135		
				1	12				
				1	21				
1	372					1	20		
4	297	1	34	1	49				
1	250					2	680		
1	42								
1	100								
2	65								
		1	30						
				1	60				
1	150					1	70		
55	13,613	8	356	19	4,048	46	12,900	7	814

Table VI.—Concluded.

LOCALITY.	CAUSES OF DISPUTES.					
	WORKING ARRANGEMENTS.		PAYMENT OF WAGES.		SYMPATHETIC.	
	Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.
Albany.....	1	50				
Auburn.....	1	89				
Batavia.....						
Binghamton.....						
Buffalo.....						
Caledonia.....						
Canajoharie.....						
Coeymans.....						
Cohoes.....						
Dunkirk.....						
Elmira.....						
Fishkill and vicinity.....						
Fulton.....			1	40		
Glens Falls.....						
Gloversville.....						
Green Island.....						
Haverstraw.....	1	24				
Hillburn.....						
Hornellsville.....					1	30
Hudson.....						
Ilion.....						
Ithaca.....			1	25		
Johnstown.....	1	15				
Kingston.....						
Little Falls.....	1	116				
Mechanicville.....						
Newark Valley.....						
Newburgh.....						
New Windsor.....						
New York City.....	4	360			1	29
North Tonawanda.....						
Niagara Falls.....						
Oneida.....						
Oswego.....	1	37				
Pekskill.....						
Port Chester.....						
Poughkeepsie.....						
Rifton.....						
Rochester.....						
Sandy Hill.....						
Saratoga Springs.....						
Schenectady.....						
Stockport.....						
Syracuse.....	1	107				
Troy.....						
Troy, Cohoes and Watervliet.....						
Utica.....						
Walden.....						
Waterford.....						
Watertown.....						
Yonkers.....						
Total.....	11	798	2	65	2	59

## Industrial Disputes by, Cities and Towns.

				RESULTS.					
MISCELLANEOUS.		TOTAL.		IN FAVOR OF—				COMPROMISED.	
Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.	EMPLOYERS.		WORKERS.		Dis- putes.	Workers directly affected.
				Dis- putes.	Workers directly affected.	Dis- putes.	Workers directly affected.		
.....		5	597	1	50	3	372	1	175
.....		3	160	1	89			2	71
.....		3	78			1	12	2	66
.....		3	63	2	33			1	30
.....		9	358	5	145	1	45	3	168
.....		1	14					1	14
.....		1	35	1	35				
.....		1	200					1	200
.....		2	30	1	10			1	20
.....		1	13	1	13				
.....		1	47			1	47		
.....		1	1,700					1	1,700
.....		1	40			1	40		
.....		1	60					1	60
.....		2	22	1	10	1	12		
.....		2	73	1	48			1	25
.....		1	24			1	24		
.....		1	126	1	126				
.....		1	30	1	30				
.....		1	80	1	80				
.....		1	23	1	23				
.....		3	156	1	21	2	135		
.....		1	15	1	15				
.....		1	38			1	38		
.....		1	116	1	116				
.....		1	60	1	60				
.....		1	12	1	12				
.....		2	135	1	20			1	115
.....		1	186					1	186
.....	4	61	44,784	25	24,525	21	7,156	15	13,103
.....		2	62					2	62
.....		3	158			2	133	1	25
.....		1	17					1	17
.....		1	37	1	37				
.....		1	100					1	100
.....		1	100			1	100		
.....		2	67			1	35	1	
.....		1	23	1	23				
.....		5	351	2	115	1	65	2	171
.....		1	15			1	15		
.....		1	12			1	12		
.....		2	41	1	21			1	20
.....		1	372					1	372
.....		7	487	1	34	2	262	4	191
.....		3	930	1	250	1	40	1	640
.....		1	42					1	42
.....		1	100			1	100		
.....		2	65	1	45			1	20
.....		1	30	1	30				
.....		1	60					1	60
.....		2	220	1	70	1	150		
4	19,911	154	52,564	59	26,086	45	8,793	50	17,685

### **III.**

#### **PARTICULARS OF IMPORTANT DISPUTES.**

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The essential facts concerning each dispute have been presented in compact form in Table I of the preceding chapter. It remains to report, in accordance with law, the nature of the action taken on behalf of the Board of Mediation and Arbitration to adjust the ten disputes referred to in Chapter I. There were in addition a number of disputes of unusual magnitude, which call for a more detailed statement than can be given in tabular form; eight such important disputes, each of which involved a loss of at least 10,000 work days, are described, as is also the movement of the Hudson Valley brickmakers for an advance in wages, which was so easily obtained, as a rule, that relatively little time was lost.

#### **BUILDING TRADES.**

##### **ALBANY BUILDING LABORERS.**

On the first of May about 175 men employed as building laborers by members of the Mason Builders' Association of Albany went on strike to enforce a new wage schedule that their union had presented in January. The proposed schedule provided for an advance in the hourly rate from 25 to 30 cents an hour. The next day the union requested the assistance of the Bureau of Mediation and Arbitration in effecting a settlement. After separate conferences with representatives of both parties, the Board succeeded in arranging a joint conference on May 6th, at which there were present representatives of the employers' association, the strike committee of the union and representatives of the Central Federation of Labor of Albany and the State Board of Arbitration. A settlement was arrived at on the basis of a compromise rate of 28½ cents an hour and the men returned to work May 8th. (See agreement in the following chapter.)

##### **GLENS FALLS PLUMBERS.**

On April 1st there appeared a notice in the newspapers that the plumbers of Glens Falls were about to strike for an advance of wages to \$3.50 or an eight-hour work day. They had been working nine hours a day at the rate of \$3.00. Mediator Gille-

land visited Glens Falls on April 1st and found that up to that morning no strike had been declared. After visiting the president of the bosses' organization and obtaining his views on the situation, he then found the men holding a meeting and obtained their views. He requested the men to declare no strike and to leave the situation open until he should visit the bosses again and see if some understanding could be brought about to amicably settle the differences for another year. He found the employers and men very willing to come to an agreement on the terms of no strike, nine hours to constitute a day's work, and wages to be \$3.25 per day, an advance of twenty-five cents per day. The agreement entered into is reprinted in the following chapter.

#### THE NEW YORK COUNTY BUILDING INDUSTRY.

As noted in the Bureau's report of last year (pages 76-77) a protracted dispute, conducted with considerable asperity, commenced in the New York county constructive industry in the summer of 1904, in the height of an exceptionally prosperous season, and, so far as several large and important trades are concerned, continued through a considerable part of 1905. Employment of non-union men and dissatisfaction on the part of union workmen with the workings of the arbitration plan that was inaugurated in July, 1903, were the leading causes of this memorable struggle, the inception of which dates back to June 10, 1904, when the Manhattan Borough Committee of the United Brotherhood of Carpenters and Joiners complained to the Board of Governors of the Building Trades Employers' Association that a member of the Master Carpenters' Association was "violating section 15 of the arbitration plan by giving a contract to a non-union firm to manufacture the interior woodwork for the job at Sixtieth street and Fifth avenue; and we also notify you that three days' notice is given to said firm to rescind said contract." The section of the arbitration plan named by the complainant union provided for the employment of "members of the trades union only, directly or indirectly," and the carpenters justified their attitude by the contention that the use of unfair trim was clearly prohibited by this provision. Acting under the powers conferred upon it by the constitution of the Building Trades Employers' Association—"to decide all controversies, difficulties, and differences arising between the members of its association and their employees; to determine and regulate the conduct of the members of this association relative to such controversies, diffi-

culties and differences; to decide all disputes and disagreements arising between employers' associations represented on the Board of Governors and employees' organizations"—the Board of Governors referred the complaint to the Master Carpenters' Association, with instructions to appoint a joint trade conference board for the purpose of adjusting the difficulty. Eventually the question in dispute came within the purview of the General Arbitration Board, composed of two arbitrators from each mechanics' union and two from each association represented in the Building Trades Employers' Association, and on July 6th it was reported to that tribunal by the Master Carpenters' Association that before the trade arbitration board could act on the complaint of the Carpenters' Brotherhood, the latter had called a strike on the building wherein the non-union woodwork was being set up. It was ordered by the General Board of Arbitrators that the strikers be directed to return to work. On the 11th of July the attention of the General Arbitration Board was called to the fact that the joint trade arbitration board had failed to agree; the Master Carpenters' Association asserting that the union's interpretation of clause 15 of the arbitration plan was erroneous, and the employers requested that the general board adjudicate the matter. The Brotherhood, on the other hand, declared emphatically that it desired to proceed immediately with the special arbitration board, as per order of the general board, but that the master carpenters had refused to comply with the same. It was then urged by the Brotherhood that the employers be required to name their arbitrators and arrive at a decision; whereupon it was resolved "that the Brotherhood of Carpenters and their various employers' associations be ordered to confer and enter into an agreement within six weeks."

Nevertheless, a turbulent condition of affairs continued. The disputants could not reach a settlement, so on July 13th the Board of Governors, after preambing "that the Brotherhood of Carpenters are violating the orders of Wednesday, July 6th, of the General Arbitration Board in limiting the manning of the work at Sixtieth street and Fifth avenue, and that they are picketing this work and thus preventing members of their union from employment there," resolved "that, unless all said restrictions are removed not later than Friday, July 15, 1904, at 1 p. m., all members of the Building Trades Employers' Association are ordered to discharge all members of the Brotherhood of Carpenters in their employ not later than Monday, July 18th, at 1 p. m."

Meanwhile, on July 14th, The Brotherhood elected a committee to confer and enter into an agreement with the employers, and on the 16th the union decided to comply with the orders of the Board of Governors, at the same time demanding that the grievance be taken up at the meeting of the General Arbitration Board on July 18th, that a definite decision be given and that section 15 be properly interpreted. In this communication it was announced that, if the demands were not complied with, all members of the union in the employ of the contractor on the Sixtieth street and Fifth avenue building would be called out on the 19th. Notwithstanding this action of the Brotherhood the lockout was put in force by the employers on July 18th, on which date the General Arbitration Board ordered the Brotherhood to man the job where it had the grievance and also directed the employers to re-engage the men they had laid off. But the dispute continued until the 23d of July, when the joint conference committee passed a resolve "that, all restrictions having been removed from all work of all members of the Building Trades Employers' Association, including the job at Sixtieth street and Fifth avenue, the lockout terminate, and all members of both organizations be notified at once to that effect." By the 25th of July work was fully resumed, but only after 965 carpenters involved in the dispute had sustained an aggregate loss in time of 5,211 days.

Though peace was restored it was only temporary, and as a consequence the grievance of the carpenters was not taken up and disposed of, for on the eve of the resumption of operations another dispute, wide-reaching and serious, broke out and caused a cessation of work in many trades for several months. The trouble originated in the Subway of the Rapid Transit Railway system. It was practically started by the Amalgamated Painters and Decorators, which organization had refused to permit its members to work for less than double-time rates after the completion of a regular day's labor of eight hours. The contractors on the work attempted to introduce three shifts, and while the Amalgamated was willing to allow the painters affiliated with it to perform the labor in the manner prescribed by the employers, it insisted upon the enforcement of an old-established rule for the payment of double-price for work done between 5 p. m. and 8 a. m. The contractors refused to accede to these terms and laid off 23 Amalgamated journeymen on July 2d. Members of the Brotherhood of Painters and Decorators, however, did not



take part in the dispute, but continued at work. Both these organizations had signed the general arbitration plan in 1903, although the relations between them were somewhat strained, the Amalgamated, being the older union, regarding the Brotherhood as an interloper and unfair in its rivalry, claiming that the latter did not command wages as high as the rates obtained by the Amalgamated men. Futile efforts had been made to consolidate these contentious elements. In truth, a special board of arbitration, in deciding the question whether the Association of Interior Decorators and Cabinet Workers had refused to employ and had discriminated against the members of the Amalgamated, unanimously directed, on September 3, 1903, "that the two organizations amalgamate under the auspices of the National Brotherhood of Painters, Decorators and Paper Hangers within fifteen days." The Amalgamated protested against this finding, and petitioned the arbitrators to modify their decision, maintaining that the question of amalgamation had not been submitted for consideration. The board, however, reiterated its conclusions, and then an appeal was taken to the General Arbitration Board, which, on December 22, 1903, referred the decision to Supreme Court Justice P. H. Dugro as umpire, who, on January 12, 1904, decided that the special board had exceeded its powers in directing that the two unions amalgamate in order to accomplish an adjustment of their differences. Finally the subject was taken up by the Building Trades Alliance, composed of business agents from representative unions. The Amalgamated was represented in the Alliance, but the Brotherhood was not in affiliation with it. It will be recalled that the Central Federated Union of Manhattan Borough entered into an agreement with the Rapid Transit Subcontractors' Association on June 4, 1901. The principal feature of this agreement—which was sanctioned by the general contractors of that great public enterprise—was a proviso that none but members of trade and labor organizations connected with the Central Federated Union should be employed on tunnel work, eight hours to constitute a day's labor, and union rates of wages to prevail. Shortly after the painters' controversy began in the tunnel, the Alliance undertook to effect a settlement of the dispute, demanding, at a conference with the general contractor, a committee from the Subcontractors' Association and the arbitration committee of the Central Federated Union, that 50 per cent of the painters employed on the tunnel should be members of the Amalgamated. After a lengthy

discussion, the Central Federated Union committee suggested that the Brotherhood grant the 50 per cent quota to the Amalgamated on condition that the latter union withdraw its objection to the credentials of the Brotherhood that were then pending before the Building Trades Alliance. This proposition was not acceptable and the conference ended, the general contractor stating that he would not break the agreement with the Central Federated union under any circumstances. The Amalgamated reported that later on, about August 1st, owing to the differences existing between the two organizations of painters, members of the Building Trades Employers' Association laid off 775 Amalgamated men, and it was charged by the union that, in order to again obtain situations, these painters were compelled to join the Brotherhood within three weeks from the time they were locked out. Subsequently the Board of Governors resolved that the Amalgamated had failed to live up to the rulings of the General Arbitration Board and thereafter it recognized the Brotherhood only.

But the trouble in the tunnel did not terminate with the failure of the Amalgamated to rehabilitate its members. Presently the controversy shifted to the electricians. Brotherhood of Electrical Workers No. 3 was represented in the Central Federated Union, and it was therefore a party to the agreement of that body with the Subway employers. It was also attached to the Building Trades Alliance, and, as it had signed the arbitration plan, it had representatives in the General Arbitration Board. Two contractors were performing most of the electrical work in the tunnel. One of these was an independent concern, while the other was connected with the Building Trades Employers' Association. There were 225 members of the union employed by these two contracting electricians, while the Interborough Company, lessee of the Rapid Transit road, had at work several non-union electrical workers, reputed to be experts, against whose employment the Brotherhood of Electrical Workers entered a protest, contending that their retention was a direct violation of the agreement with the Central Federated Union. A few months subsequent to the adoption of the general arbitration plan in 1903, the Board of Governors of the Building Trades Employers' Association adopted a resolution which provided that "when non-union men are employed on a building, and such non-union men are not under the control of a member

or members of the Building Trades Employers' Association, the members of the unions parties to the joint arbitration plan shall not decline to work with such non-union men until notice in writing of their employment shall have been filed for a period of twenty-four hours with the general secretary of the arbitration board and all members of the Building Trades Employers' Association who are contractors on the building." It was stated at the time that this action was taken with the understanding that if the privilege were abused the resolution would be rescinded. Under the foregoing rule the Brotherhood of Electrical Workers, on July 22d, notified the secretary of the General Arbitration Board that non-union men were employed in the tunnel. In response to this complaint the general secretary on the same day communicated with the business agent of the union to the effect that the electrical construction company "informs me that any non-union electrical workers who may be found, upon investigation, to be working on the tunnel will be removed this evening," and that the concern "makes the further statement that the work which you informed them was being done by non-union men will be immediately taken up and completed by the company, who employ none but members of your organization." On July 22d the electrical construction company also addressed to the business agent a letter, stating that "since the notification made by you this noon, that there were non-union electricians at work in the tunnel of the Subway, and that unless they were removed you 'would call a strike of all No. 3 electrical workers on the job on Monday morning,' we have made inquiries and learned that the Subway company were employing their own men to draw in some telephone wire in conduits. We at once made arrangements to have their men removed to-day, and we now notify you that the work will be done by the No. 3 men in our employ, starting on Monday A. M." With the advent of Monday, the 25th, it was found that the Interborough Company had absolutely refused to discharge the non-unionists or to allow them to join the union, so the latter ordered the 225 men employed by the two contracting companies to quit work. The strike was approved by the Building Trades Alliance, which permitted a sympathetic movement of all other affiliated trades engaged in the tunnel. These were controlled by the United Brotherhood and the Amalgamated Society of Carpenters and Joiners, International Wood, Wire and Metal Lathers' Union No. 46, Operative and Ornamental Plasterers' International Unions Nos. 25,

43 and 216, Journeymen Plumbers and Gas Fitters' Union No. 2, and Mosaic and Encaustic Tile Layers' International Union No. 30. The members of these unions employed in the tunnel were employees of firms who belonged to the Building Trades Employers' Association, and nearly all of the organizations gave due notice that they intended to strike against the employment of non-union men, so in the week preceding August 2d the unionists engaged in the trades enumerated above ceased operations in the Subway. The unions of plasterers ordered their members to return to work by order of their trade arbitration board, in the meanwhile giving the plastering contractors the required twenty-four hours' notice of intention to strike, and upon the expiration of that time the dispute was renewed, the plasterers declaring that under their agreement with the Employing Plasterers' Association they possessed the right to join in a controversy of this character, one of the articles of that compact providing that "these articles of agreement shall not in any way interfere with sympathetic action for other trades." The plumbers went out to assist the Amalgamated Painters, while the carpenters report that, in addition to their action to assist the electrical workers, they had their own grievance against the use of non-union trim in the stations and the employment of non-union men on the power house. The carpenter contractor, however, denied that he had used unfair material. The members of the other unions struck to assist the electrical workers. Not until August 1st did the tile layers' organization direct its members to stop work, and this course was not taken until 48 hours after their employers had been notified. A number of tile layers' helpers, associated with the Hexagon Labor Club, besides some members of the Plasterers' Laborers' Union, were indirectly involved in the dispute.

Aggrieved because of these sympathetic strikes several associations of employers hastened to file protests before the General Arbitration Board. Complaint was made at the session of that board on July 29th by the Master Carpenters' Association that the Brotherhood of Carpenters had violated section 8 of the arbitration plan, which provided that "the unions as a whole or as a single union shall not order any strike against a member of the Building Trades Employers' Association collectively or individually, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees before the matter in dispute has been

brought before the General Arbitration Board and settled." It was charged that the carpenters' business agent had ordered the men working for a member of the association "to cease work at 5 P. M., July 25th, and not to return to work," when "no grievance of any kind has been filed against" the contracting carpenter "with the secretary of the Joint Arbitration Board. We therefore demand that the Joint Arbitration Board order the Brotherhood of Carpenters to return their men to work on the above-named jobs at once." Then there was a complaint put in at the same meeting by the Electrical Contractors' Association, "that the Brotherhood of Electrical Workers No. 3 have called a strike against our member," an electrical construction company, "on their work in the Subway, which is in direct violation of the arbitration plan." The Metallic Furring and Lathing Association also presented a complaint against International Wood, Wire and Metal Lathers' Union No. 46, "as they have quit work in sympathy with other trades in the Subway, where one of our members \* \* \* was employing them."

The General Arbitration Board did not regard the Subway strike in the light of a violation of the arbitration plan, for it promptly adopted a resolution "that the complaints be dismissed." It likewise dismissed complaints, signed by several business agents, in reference to the employment of non-union stone cutters on the Trinity building in lower Broadway, the board deciding that as the Journeymen Stone Cutters' Association was not a party to the general arbitration plan the Building Trades Employers' Association was not bound in the employment of stone cutters by section 15 of that plan.

As the Stone Trade Association was not a member of the Building Trades Employers' Association, the Journeymen Stone Cutters' Association did not sign the arbitration plan in 1903. In October of that year the union became involved in a dispute with a cut stone company in Brooklyn Borough. This concern was not in the combine of the stone dressing establishments, but it had applied for membership and had paid the requisite initiation fee. Before its application was considered, however, the management consulted its attorney as to the advisability of affiliating with the association, and as it was the lawyers' opinion that the organization was an illegal combination formed for the express purpose of advancing prices, in which increase, it was averred, the union was to share, the company refused to become a member; but an official of the union alleged that such action was not taken until

after the company had obtained several large and lucrative contracts on the strength of its possible admission to the employers' association. Hence the management came into conflict with both the employers' and the workmen's associations. A strike of 18 stone cutters in its yard was the outcome. In this dispute the union was unsuccessful; non-union people having been installed in the positions that had been vacated by the strikers.

Although the Journeymen Stone Cutters' Association did not become a party to the general arbitration plan in 1903, two of its official representatives entered into an agreement with three influential members of the Mason Builders' Association on November 20, 1903. These builders were also prominently identified with the Building Trades Employers' Association. Some of their work was tied up owing to the differences that existed between the union and the Brooklyn company, which had the contracts for the stone work on the buildings referred to. The three employers were therefore anxious to have the embargo raised, so they held a conference with the two business agents of the union, and in the name of the Building Trades Employers' Association they signed the following compact with the two union delegates, subject, however, to ratification "by both associations which the committees represent:"

"That it is the sense of this meeting that if the Journeymen Stone Cutters' Association of New York and Vicinity declare off all sympathetic strikes against members of the Building Trades Employers' Association and further agree that they will not enter into any sympathetic strikes against any member of the Building Trades Employers' Association, directly or indirectly, the Building Trades Employers' Association will agree not to use any cut stone, nor make any contract for same, except that cut by the members of the Journeymen Stone Cutters' Association of New York and Vicinity."

Moreover, it was specifically agreed that the Brooklyn company "will not be discriminated against in any contract which they now have for any of the members of the Building Trades Employers' Association." The business agents reported their action to the Stone Cutters' Association, which accepted the report, thereby approving the course pursued by its representatives. But the agreement was never acted upon by the Building Trades Employers' Association, it having been deposited in a safe, where it still remains. Yet the union kept faith with the builders, considering that its covenant was in reality in complete operation. For a number of months there was not a single deviation from its provisions, and the union did its part to preserve peace in the building industry until the advent of the rupture produced by

the Trinity building affair. About a month after the signing of the agreement the construction company that had the general contract for that enterprise joined one of the organizations that was an integral part of the Building Trades Employers' Association. On April 16, 1904, it awarded to the Brooklyn company the contract for the cut stone on the Trinity building, and when the delivery of the material was begun in July the union's agent and other delegates of the Building Trades Alliance protested strongly against its use, citing the agreement in support of their contention. On the employers' side it was reasoned that, as the instrument had not been confirmed by the Building Trades Employers' Association, there had not been any transgression. It was further urged that the business representative of the stone cutters knew for several months that the stone was being prepared by the non-union company, and that he should have presented his objection long before the delivery of the material at the Trinity building. To this the union replied that almost immediately after the letting of the stone contract its officials gave notice to the construction company that it had violated the pledge made by the committee of the Building Trades Employers' Association, and that in fact a number of times prior to the unloading of the stone on the Trinity job the business agents had unavailingly complained about it. Then the General Arbitration Board was appealed to, but it took the ground that the stone cutters, because of non-representation, were not within its province, and it ruled that under the circumstances it could not consider the grievance, which was forthwith dismissed. Despite the dismissal of the complaint members of the United Brotherhood and Amalgamated Society of Carpenters and Joiners, Elevator Constructors and Millwrights' Union No. 1, Amalgamated Painters and Decorators, and Tar, Felt and Waterproof Workers' Union struck on the Trinity building in the week beginning with August 1st, to assist the stone cutters. The painters, it was stated by the Amalgamated Society, soon went over to the ranks of the Brotherhood and returned to work. The special emergency committee of the Building Trades Employers' Association on August 2d conferred with the unions on strike in the Subway and on the Trinity building, and demanded that they immediately return their members to work for these reasons:

"1. The strike on the Trinity building is a flagrant violation of the arbitration plan. The General Arbitration Board dismissed the complaint of the business agents made against the construction company on this job. The Stone Cutters' Union which filed the complaint, with the Building Trades

Alliance, on which the strike was called is not a party to the general arbitration plan, and is endeavoring to force a settlement of the stone cutting question, which can only be adjusted through a conference with the employers in the stone cutting trade.

"2. The arbitration plan does not recognize the right of the unions to strike on any work of members of the Building Trades Employers' Association. The board of governors conceded to the unions the privilege of refusing to continue at work where non-union men were employed by contractors not under the control of the members of the Building Trades Employers' Association. This concession must be considered as a mutual arrangement and should not be taken advantage of by the unions in cases where a strike would not result in benefit to the labor organizations and only result in injury to members of the Building Trades Employers' Association. By striking on the Subway in violation of an existing arbitration agreement with the general contractor for the Subway, the unions did not and could not benefit, and four members of the Building Trades Employers' Association are being seriously injured. The general contractor for the Subway work has informed members of this association that he will proceed to complete the work."

The unions believed that the stand they had taken was the correct one and remained firm in their determination not to call off the strikes. They argued that under the resolution of the Board of Governors they had the privilege to refuse to work with non-union men, and by so doing they were not violating the principles of the arbitration plan, which did not recognize the non-union element. Negotiations for a settlement of the dispute were in consequence broken off, and a lockout order by the Board of Governors was the result. The edict, which was unanimously adopted on August 4th, was couched in the following terms:

"Whereas, The Brotherhood of Carpenters and Joiners, the International Brotherhood of Electrical Workers No. 3, Plain and Ornamental Operative Plasterers' Society, Mosaic and Encaustic Tile Layers' Local No. 30, Journeymen Plumbers and Gas Fitters' Local No. 2, Wood, Wire and Metal Laborers' Union No. 46, and Elevator Constructors' and Millwrights' Union No. 1 have called strikes on various members of the Building Trades Employers' Association, notably on the Subway and the Trinity building, in violation of existing agreements; and

"Whereas, The aforementioned unions have been repeatedly requested to return to work and failed to do so; therefore, be it

"Resolved, That unless the unions now on strike return to work on Friday, August 5, 1904, a general lockout of members of said unions is hereby declared and ordered, said lockout to include a radius of 25 miles from City Hall."

Conformably with this proceeding the members of the Building Trades Employers' Association were directed to lay off all carpenters, electrical workers, plasterers, elevator constructors and millwrights, tile layers and metal lathers on Monday, August



8th, and all plumbers on August 9th, the union of the latter craft having been given an extra day because it was shown that it had not received notice in time.

Having declined to yield to the wishes of the employers on the dates mentioned, carpenters, cabinet makers, framers, parquet floor layers and stairbuilders affiliated with the United Brotherhood of Carpenters and Joiners, members of the Amalgamated Society of Carpenters and Joiners and of the unions of elevator constructors and millwrights, metal lathers, plasterers, plumbers and tile layers, as well as those attached to the Modelers and Sculptors' League, a branch of one of the plasterers' organizations, were discharged by the affected members of the Building Trades Employers' Association. Indirectly involved in the lock-out were a number of bricklayers and their laborers, building material handlers, hod-hoisting engineers, plasterers' laborers, tile layers' helpers, and wood carvers. On August 10th the tar, felt and waterproof workers were locked out by order of the Board of Governors because the union of that trade had called a strike on the Trinity building, and on August 17th the members of the Marble Mosaic and Enamel Workers' Association were displaced owing to that union's withdrawal of its men, on August 15th, from a building at Twenty-ninth street and Broadway. The entire membership of the Marble Mosaic Laborers' Association was indirectly affected by this move against the mosaic mechanics.

At a meeting of the Board of Governors on August 12th a motion was carried "that if the unions involved do not return to work on or before August 22d the members of this association proceed with such mechanics as will agree to work under the conditions of employment as they existed on August 1st." The Metal Lathers' Union, having entered into an agreement (printed in the Bureau's report of 1904) with the Employing Metal Furring and Lathing Association by which an advance in wages of 50 cents per day—from \$4 to \$4.50 for journeymen, and from \$4.50 to \$5 for foremen—was guaranteed to take effect on May 1, 1905, decided on August 17th to order its members to return to work on the 22d of that month. The Tar, Felt and Waterproof Workers' Union and Elevator Constructors and Millwrights' Union No. 1 also decided to man the works of their employers' associations at the same time, and the lockout order so far as it applied to those three trade unions was abrogated by the Board of Governors, which on August 25th convened and resolved "that,

as the electricians, tile setters, carpenters, mosaic workers, plasterers, and plumbers have not this day returned to work, all mechanics of these trades signing the general arbitration plan and going to work thereunder will be protected in their rights to the fullest extent of the Building Trades Employers' Association."

The Marble Mosaic and Enamel Workers' Union entered into an agreement with the Mosaic Employers' Association on September 26th, the lockout was lifted by the Board of Governors on the 28th, and the journeymen of that trade, with their helpers, returned to work forthwith. Both parties to the agreement (reprinted in chapter IV), which is to remain in force until December 31, 1905, adopted as a basis of settlement the general arbitration plan. The union agreed to classify its members in two grades, class A to receive \$3.75 per day and class B \$3.50. The employers pledged themselves to pay double price for overtime and for labor performed on Sundays and legal holidays, and also \$1 extra for each day's work done by mosaic workers sent to places beyond the limits of New York City and where the distances necessitate boarding in such localities. Each side agreed not to "handle or set any imported mosaic work stuck upon paper, cloth or material wholly or partly finished ready for setting." The employers promised not to employ any "mosaic workers excepting those being members of the association named herein, and authorizing the delegate of the mosaic workers in accordance with the performance of his duties to enter and visit their shops between the hours of 12 and 1 o'clock p. m.;" while on the other hand the union agreed that its members will not work for any "other person or persons excepting those signing this agreement." Another article of the agreement provides "that each employer hereto agrees to employ no more than one apprentice, but a second apprentice is to be allowed to all shops employing on an average of ten mechanics based upon the number of mechanics employed the previous year. The apprentice to be at least 14 years of age and not to exceed 16 years of age, the apprenticeship to last four years."

Steps were taken by the employers to form rival unions of the trades that would not capitulate, and in the course of a few months these new associations of men who took the places of the striking and locked out workmen were organized and admitted to the arbitration plan: Greater New York Carpenters' Union, Greater New York Cabinetmakers' Union, New York Electrical Workers' Association, Journeymen Plasterers' Society of New

York, Ornamental Plasterers' Society, Modelers and Sculptors' Guild of America, United Association of Journeymen Plumbers and Gas Fitters No. 480, and Empire Tile Setters' Union. The Hexagon Labor Club of Tile Layers' Helpers, whose members were indirectly involved in the controversy, was a local of the international body to which the Mosaic and Encaustic Tile Layers' Union No. 30 belonged, and the helpers would not return to work unless a settlement was made with the mechanics. This refusal to resume operations led to the formation of the Metropolitan Tile Setters' Helpers' Union, the members of which were installed in the places of the Hexagon's men.

The Plasterers' Laborers' Benevolent and Protective Association having refused to allow its members to tend the men who had taken the positions of the locked out plasterers, the employers' association hired other laborers and caused them to form what is known as the Plasterers' Helpers' Society.

Another phase of this many-sided conflict manifested itself on August 17th, when the employers in the marble industry locked out the members of the Reliance Labor Club of Marble Cutters, Carvers and Setters by reason of the disagreement in the previous month on the building at Sixtieth street and Fifth avenue, where four marble cutters had struck in sympathy with the carpenters. These four men did not go back to work when the truce was declared on that job. In fact they had not been ordered by their union to return, so they remained out and that was deemed a sufficient cause by the employers to shut down their works, with the object of forcing a settlement of the dispute with the Marble Cutters, Carvers and Setters' Union. Members of the Compact Labor Club of Marble Cutters' Helpers and of the Whitestone Association of Marble Polishers, Rubbers and Sawyers, though not parties to the controversy, became involved in an indirect way by the stoppage of the shop and building business of their employers. The trouble lasted until the 21st of September, at which time the Reliance Labor Club directed every member to report for duty, this order including the four men who had struck to assist the carpenters, whereupon there was a rescission of the lockout mandate by the employers' association and hostilities ceased.

Just as peace was brought about in the marble industry the cut stone trade again figured in the controversy. Some of the employers in Manhattan Borough became dissatisfied with rules of the Journeymen Stone Cutters' Association regarding planing machines. Back in 1901 these rules were incorporated in the agreement between the union and the Stone Trade Association, and as the required three months' notice of contemplated changes had never been given by either association, the provisions remained intact for the year beginning in May, 1904. It was asserted by the stone cutters that originally the sections concerning the planing machines were inserted in the agreement at the request of several leading employers, it being their belief that the operation of such rules would produce a better class of work. Rule 7 stipulated that "for each man employed on the planing machines in any shop there shall be at least five stone cutters. The same rule will apply also in discharging members of the association. When five stone cutters are discharged or suspended by an employer one planer hand shall also be discharged or suspended, and so on to the final suspension of work." Rule 8 provided that "when any employer suspends operations in his shop entirely for a period of time, upon starting new work again one planer hand can operate, without application of rule 7, for twelve days, or four planer hands for three days, when rule 7 at the expiration of aforesaid time shall be considered in force." The disaffected employees made it known that they would thereafter control their machinery and have it operated to suit themselves. They formed the Greater New York Cut Stone Contractors' Association, which in turn combined with the Building Trades Employers' Association, and on September 21st the dispute commenced, it being claimed by the union that its members were locked out, while the contractors' association insisted that the men had struck.

Members of the United Derrickmen, Riggers and Pointers' Association, which was not associated with the general arbitration plan, soon quit their employment in sympathy with the stone cutters, and a number of men who were affiliated with the Machine Stone Workers and Hand Rubbers' Union were forced into idleness on account of the dispute. In less than two weeks the trouble

spread to Brooklyn Borough. Some time in May, 1904, the Journeymen Stone Cutters' Association had entered into an agreement with the Freestone Dealers' Association in that borough, the employers contracting to work for a year under the union's rules, among which were those relating to planing machines. When the Greater New York Cut Stone Contractors' Association was organized the Brooklyn associated freestone dealers allied themselves with it. A strike was inaugurated on October 2d in the yard of one of these dealers owing to refusal to discharge a planer in conformity with what the firm considered to be an obnoxious shop rule, but the union held that the employer had violated the machine regulation that was recognized in its agreement with the dealers' association, and the strike was the logical sequence. Immediately following the walk-out the other Brooklyn members of the cut stone contractors' organization retaliated by locking out their union stone cutters. In due season the organized employers in the two boroughs caused the formation of the Stone Cutters' Society of New York and Vicinity, composed of workers who had taken the positions of the members of the old association of stone cutters. Many of the members of the Journeymen Stone Cutters' Association found employment in the establishments of independent employers, and in order to give the latter a better opportunity to compete with the combination firms the union reported that on December 28th it repealed the rules placing restrictions on machinery.

In the course of the dispute six contracting firms who had settled with unions whose members had been locked out were expelled by the Board of Governors from the Building Trades Employers' Association, for in thus treating with the unions it was charged that these contractors had violated their association's rule that "the decisions, orders, prohibitions and regulations of the Board of Governors shall be final and obligatory upon each and every member of this association, and shall be complied with, obeyed and observed in good faith by every such member," and that "the board may suspend or expel members of this association for cause by the same quorum and vote as is required to order a cessation or resumption of work."

The Building Trades Employers' Association in its statement of the causes leading up to the difficulty in the industry asserted

that on October 10, 1903, a representative of the Brotherhood of Electrical Workers No. 3 complained of the employment of non-union men on the bonding of rails in the Rapid Transit tunnel. Continuing, the employers said:

"This complaint was adjusted satisfactorily to the Electrical Workers' Union and no further complaint on tunnel work was filed until July 22d, when its delegates gave notice that members of the Electrical Workers' Union employed by an electrical construction company would quit on the tunnel unless certain non-union men were removed. The company was notified, and on the same day, July 22d, informed the union that any non-union electrical workers employed on the tunnel would be immediately removed. The representative of the union ignored the effort of settlement made by the company and called the strike without having any conference with the company. On July 23d the representative of the Brotherhood of Carpenters gave notice that the carpenters would be called out on strike on the Subway on the work of a member of the Building Trades Employers' Association, owing to a dispute between the Amalgamated and the Brotherhood of Painters. On the 25th the delegate corrected his complaint by telephone, and stated that the carpenters would be called out owing to the employment of non-union men. A strike was called on the Subway by the Building Trades Alliance owing to the refusal of the general contractor to employ Amalgamated painters on the work. In the conference held with the contractor, previous to the calling of the strike, no reference was made to the employment of non-union men, the demand of the Alliance being for the employment of Amalgamated painters. This strike on the Subway was called in violation of an arbitration agreement entered into by the authorized representatives of the various unions more than three years ago. The representatives of the Alliance informed the general contractor that they did not recognize this arbitration agreement and that he must make a new agreement with the Alliance. The first official act of the Building Trades Alliance was therefore the violation and repudiation of an arbitration agreement. The repudiation of this agreement compelled four members of the Building Trades Employers' Association to submit to great inconvenience and suffer great financial loss. The associations of which these four contractors were members complained to the General Arbitration Board at its meeting on July 29th. The General Arbitration Board dismissed the complaint for the technical reason that in its opinion non-union men had been employed on the tunnel. On July 29th three delegates, who were undoubtedly a committee appointed by the Building Trades Alliance, filed a complaint to the effect that non-union stone cutters were employed on the Trinity building by the subcontractors of the general construction company. On the same date the delegate representing the Brotherhood of Carpenters filed a similar complaint. They were informed that the Stone Cutters' Union was not a party to the general arbitration plan and that in the employment of stone cutters the Building Trades Employers' Association was not bound by section 15 of said plan. The complaint of the delegates against the construction company was presented to the General Arbitration Board at its meeting on July 29th and was dismissed. On Monday, August 1st, the delegates called out their members employed on the Trinity building. This act was the most flagrant violation of the arbitration plan yet committed by the trade

unions. On August 2d the special emergency committee of the Building Trades Employers' Association held a conference with the representatives of the unions on strike on the Subway and the Trinity building, and requested them to immediately return their members to work. The Building Trades Alliance, which called the strike on the Subway for the purpose of forcing the discharge of members of the Brotherhood of Painters, and the employment in their stead of the Amalgamated painters, announced through the press that it had repudiated the arbitration plan existing between the various unions and the Building Trades Employers' Association. The evidence in the case therefore shows that these strikes were deliberately called for the purpose of breaking all existing arbitration agreements. The present condition is therefore the result of the efforts of certain business agents and officers of unions to recover the power of which they were deprived one year ago when the arbitration plan was entered into."

The unions, and more especially those whose members had not struck on any job except the Subway, were strong in their denunciations of the action taken by the Board of Governors. They declared that they did not owe allegiance to that board, which had interfered in the dispute without warrant. In their judgment the strike was justifiable. It was against the employment of non-unionists, who were ignored in the general arbitration plan, and that in striking for that cause the arbitration agreement was not violated. The General Arbitration Board, it was set forth, had virtually indorsed the tunnel dispute by dismissing the complaints made by employers against the strikers, and that according to the arbitration plan a higher authority than the general board did not exist. Therefore, the Board of Governors did not have any authority to act. Again, the unions were displeased with the manner in which the plan was executed. On this point they dwelt as follows:

"When, after much hesitation, the various unions in the building trades accepted from the employers what is known as the general arbitration plan, it was thought that under that plan the grievances of labor would receive as much consideration as those of capital. During the conferences which led up to the signing of the plan, each union seemed to be fearful that some 'coup' was intended, and that the expressions of good will by the employers were insincere and covered some ulterior motive. Prominent builders in New York City who advocated the signing of the plan assured us of their good faith, and openly stated that 'it was their intention to get after the dishonest contractor as well as the dishonest employee.' Have they done so? The incidents leading up to the signing of the plan are so fresh in the memory of all as to require only the briefest mention. Some unions, feeling that public opinion was against labor organizations, accepted the plan after a short struggle on the assurances from their employers of their good faith and friendliness to organized labor. Others resisted, and in the struggle that

ensued many unions were destroyed. Dual unions, which the employers could control, were organized and brought into the General Arbitration Board, where they faithfully did the master's bidding. That the fears of organized labor were realized, a review of the cases coming before the General Arbitration Board will show. In every case, without exception, the employers, through their voting majority in the board were enabled to dictate and control its policy. It must be remembered that the general arbitration plan was an agreement between labor unions and employers, and did not recognize the non-union man. They agreed to employ only union men; nothing in the plan said that we had to work with non-union men, and, in fact, during the entire year of its operation the various unions have at different times taken action against them. Now the employers propose to allow them, make the plan cover them, and force the unions to arbitrate the question of the non-unionist. Should they succeed in doing this, it will be but a short time before the 'open shop' will have arrived and the necessity for labor organizations will have disappeared. It is better to go down fighting in defense of our organizations than to sit quietly by and have them destroyed."

The Marble Cutters' Union cited violations that had occurred during the year in relation to marble contracts held by members of the Building Trades Employers' Association.

"The most notable," to quote the union, "was that of a tile company which admitted over their signatures that they did a business of \$50,000 a year in slate and marble, stating that they have no shop and could not do this work unless they got it from unfair firms not connected with the arbitration agreement. They also took the ground that they employed union men of another marble union, and claimed the right to do this in violation of article 15, which agrees that unions only be considered who are parties to the plan. They promised to give up the marble business, but we have lately proven that they still get unfair material and employ the same unfair men and they are still members, doing their work in the same old way, and nothing has been nor will be done in their case."

The union referred to similar instances of violations, and added:

"Complaints have been made in most cases, but violations are so numerous that somebody got tired listening to them, and we have decided that we will make no more."

Brotherhood of Electrical Workers No. 3 stated that on several occasions it had struck jobs against non-union men employed by contractors not members of the employers' association, and that it had not received any complaint for so doing.

"Therefore," said the union, "we proceeded on these lines, which give us the right to strike against non-union men after due notice of twenty-four hours. It seems to us after some six months the Board of Governors find or think that we have no right to strike against non-union men. After the Arbitration Board has heard evidence in a case at issue and rendered its decision the same has to be passed upon by a meeting of contractors, whose knowledge



TABLE VII.—PARTICULARS OF THE DISPUTES IN

(See notes for refer

Marginal No.	TRADE OR OCCUPATION.	UNIONS AFFECTED.			UNION MEMBERS AFFECTED.		
		Directly.	Indirectly.	Total number.	Directly.	Indirectly.	Total number.
STONE							
1	<sup>1</sup> Machine stone workers and hand rubbers.....	.....	1	1	.....	200	200
2	<sup>2</sup> Marble cutters.....	}	1	1	{	4	4
3	<sup>3</sup> Marble cutters.....					500	500
4	<sup>4</sup> Marble cutters helpers.....					2	2
5	<sup>5</sup> Marble cutters helpers.....	}	1	1	{	256	256
6	<sup>6</sup> Marble polishers, rubbers and sawyers.....					100	100
7	<sup>7</sup> Stone cutters.....	}	1	1	{	1,750	1,750
8	<sup>8</sup> Stone cutters.....					18	18
9	<sup>9</sup> Stone cutters.....					432	432
10	Total.....	2	3	5	2,704	558	3,262
BUILDING AND WOOD							
11	<sup>1</sup> Bricklayers.....	.....	1	1	.....	500	500
12	<sup>2</sup> Carpenters and joiners (Amalgamated).....	}	9	9	{	150	150
13	<sup>3</sup> Carpenters and joiners (Amalgamated).....					250	250
14	<sup>4</sup> Carpenters and joiners (Brotherhood).....					6	6
15	<sup>5</sup> Carpenters and joiners (Brotherhood).....	}	39	39	{	800	800
16	<sup>6</sup> Carpenters and joiners (Brotherhood).....					25	25
17	<sup>7</sup> Carpenters and joiners (Brotherhood).....					18	18
18	<sup>8</sup> Carpenters and joiners and allied trades (Brotherhood).....	}	1	1	{	103,444	3,444
19	<sup>9</sup> Derrickmen, riggers and pointers.....					300	300

## THE BUILDING INDUSTRY OF NEW YORK COUNTY.

ences on pages 100-101.)

DURATION.			Loss in wages.	Amounts paid in benefits by unions.	RESULT.	Marginal No
Period.	Days.	Total days lost.				
Sept. 21 to Dec. 28, 1904.....	77	15,400	\$49,453 25		Returned to work when rule relative to use of machinery was repealed by stone cutters union.	1
July 18 to Sept. 21, 1904.....	50½	202	1,010 00		Union ordered strikers to return to work.	2
Aug. 17 to Sept. 21, 1904.....	27½	13,500	68,750 00		Lockout order rescinded, union directed its striking members to return to work.	3
July 18 to Sept. 21, 1904.....	51½	104	312 00		Returned to work when marble cutters' dispute was declared off.	4
Aug. 17 to Sept. 21, 1904.....	27½	7,040	21,120 00		Returned to work when marble cutters' dispute was declared off.	5
Aug. 17 to Sept. 21, 1904.....	27½	900	3,600 00		Returned to work when marble cutters' dispute was declared off.	6
Sept. 21, 1904.....		134,750	606,375 00	16 \$17,000 00	Rule relative to use of machinery repealed by union on Dec. 28, 1904, but lockout order remains in force, employers having organized a rival union composed of men who had taken places of locked-out stone cutters.	7
Oct. 2, 1904.....		1,242	5,589 00	17	Rule relative to use of machinery repealed by union on Dec. 28, 1904, but strike is pending, employers having organized a rival union composed of men who had taken places of locked out stone cutters.	8
Oct. 3, 1904.....		29,376	132,192 00	1	Rule relative to use of machinery repealed by union on Dec. 28, 1904, but lockout order remains in force, employers having organized a rival union composed of men who had taken places of locked-out stone cutters.	9
		202,514	\$888,401 25	\$17,000 00		10

## WORKING TRADES.

Aug. 8, 1904.....					Returned to work upon resumption of building operations. Date of cessation of dispute not reported.	11
July 18 to July 25 1904.....	5½	724	\$3,258 00	\$618 79	Lockout order rescinded when striking carpenters returned to work by direction of General Arbitration Board.	12
Aug. 8, 1904, to Apr. 26, 1905..	199½	35,500	159,750 00	31,162 46	Entered into agreement with Master Carpenters' Association; accepted joint Arbitration Plan, and admitted to membership in Amalgamated Society men who had joined rival unions formed by employers.	13
July 6 to July 25, 1904.....	14½	87	391 50		Union ordered strikers to return to work.	14
July 18, to July 25, 1904.....	5½	4,400	19,800 00		Lockout order rescinded when striking carpenters returned to work by direction of General Arbitration Board.	15
July 25, 1904, to April 26, 1905	210½ <sup>18</sup>			1	Entered into agreement (Chap. IV.) with Master Carpenters' Association; accepted Joint Arbitration Plan, and admitted to membership in Brotherhood men who had joined rival unions formed by employers.	16
Aug. 3, 1904, to April 26, 1905..	203½ <sup>18</sup>			1	Entered into agreement with Master Carpenters' Association; accepted Joint Arbitration Plan, and admitted to membership in Brotherhood men who had joined rival unions formed by employers.	17
Aug. 8, 1904 to April 26, 1905..	199½	20251,729	100,915 80	2251,728 95	Entered into agreement with Master Carpenters' Association; accepted joint Arbitration Plan, and admitted to membership in Brotherhood men who had joined rival unions formed by employers.	18
Sept. 21 to Nov. 23, 1904.....	53	15,900	55,650 00		Strike abandoned.	19

Table VII.—Continued.

(See notes for refer

Marginal No.	TRADE OR OCCUPATION	UNIONS AFFECTED.			UNION MEMBERS AFFECTED.			
		Directly.	Indirectly.	Total number.	Directly.	Indirectly.	Total number.	
BUILDING AND WOOD								
20	<sup>7</sup> Electrical workers.....	}			225		225	
21	<sup>10</sup> Electrical workers.....		1		1	1,189		1,189
22	<sup>8</sup> Elevator constructors and millwrights.....					35		35
23	<sup>11</sup> Elevator constructors and millwrights.....	}	1		1	300		300
24	<sup>6</sup> Engineers (Hod hoisting).....			1	1		69	69
25	<sup>6</sup> Engineers (Hod hoisting).....			1	1		86	86
26	<sup>7</sup> Lathers (Metal).....	}				60		60
27	<sup>10</sup> Lathers (Metal).....		1		1	340		340
28	<sup>10</sup> Modelers and sculptors.....		1		1	100		100
29	<sup>14</sup> Painters and decorators (Amalgamated).....	}				23		23
30	<sup>8</sup> Painters and decorators (Amalgamated).....					8		8
31	<sup>15</sup> Painters and decorators (Amalgamated).....		1		1	775		775
32	<sup>7</sup> Plasterers.....	}				20		20
33	<sup>10</sup> Plasterers.....		3		3	2,358		2,358
34	<sup>7</sup> Plumbers and gas fitters.....					114		114
35	<sup>10</sup> Plumbers and gas fitters.....	}	1		1	480		480
36	<sup>8</sup> Tar, felt and waterproof workers.....					7		7
37	<sup>11</sup> Tar, felt and waterproof workers.....		1		1	393		393
38	<sup>12</sup> Tile layers and marble mosaic workers.....	}				15		15
39	<sup>12</sup> Tile layers and marble mosaic workers.....		1		1	185		185
40	<sup>12</sup> Tile layers and marble mosaic workers' helpers....						45	45
41	<sup>12</sup> Tile layers and marble mosaic workers' helpers....	}		1	1		197	197
42	<sup>7</sup> Tile layers (Mosaic and Encaustic).....					42		42
43	<sup>10</sup> Tile layers (Mosaic and Encaustic).....		1		1	260		260
44	<sup>7</sup> Tile layers' helpers (Mosaic and Encaustic).....	}				50		50
45	<sup>10</sup> Tile layers' helpers (Mosaic and Encaustic).....			1	1		268	268
46	<sup>6</sup> Wood carvers and modelers.....			1	1		150	150
47	Total.....		61	6	67	11,931	1,365	13,296

## Particulars of the Disputes in the Building Industry of New York County.

ences on pages 100-101)

DURATION			Loss in wages.	Amounts paid in benefits by unions.	Results.	Marginal No.
Period.	Days.	Total days lost.				
July 25, 1904.....	23	23	23	23	Strikers places filled by one contractor; another employer forfeited contract.	20
Aug. 8, 1904.....	24	45,515	25 155,785 68	26 45,514 80	Employers formed rival union, composed of men who took locked-out electrical workers' places. Lockout order remains in force.	21
Aug. 4 to Aug. 26, 1904.....	17½	490	1,837 50	490 00	Union ordered strikers to return to work.	22
Aug. 8 to Aug. 26, 1904.....	16	3,600	13,500 00	3,600 00	Lockout order rescinded when union directed its striking members to return to work.	23
Aug. 8 to Nov.— 1904.....		4,658	23,290 00		Returned to work upon resumption of building operations.	24
Aug. 8 to Oct.—, 1904.....		3,870	19,350 00		Returned to work upon resumption of building operations.	25
July 25 to Aug. 22, 1904.....	22	1,320	5,280 00		Entered into agreement with employers, who conceded increase of wages on May 1, 1905. (See Bureau's report, 1904, pp. 142-3.)	26
Aug. 8 to Aug. 22, 1904.....	11	3,740	14,960 00		Lockout order rescinded when union entered into agreement with employers, who conceded increase of wages on May 1, 1905.	27
Aug. 8, 1904.....		7,867	55,069 00	2,197 26	Employers formed rival union, composed of men who took locked-out modelers and sculptors' places. Lockout order remains in force.	28
July 2 to Aug. 22, 1904.....	39	897	3,588 00	420 00	Places filled by employers.	29
Aug. 1 to Aug. 22, 1904.....	16½	132	528 00		Strikers joined rival organization recognized by employers and returned to work.	30
Aug. 1 to Aug. 22, 1904.....	16½	12,787	51,148 00		Locked-out men joined rival organization recognized by employers and returned to work.	31
July 25, 1904.....		467	2,568 50	27	Strikers' places filled by employers.	32
Aug. 8, 1904.....		30,000	165,000 00	28 30,000 00	Employers formed rival unions, composed of men who took locked-out plasterers' places. Lockout order remains in force.	33
July 25, 1904.....		6,270	28,215 00	6,270 00	Strikers' places filled by employers.	34
Aug. 9, 1904.....		15,840	67,320 00	15,840 00	Employers formed rival unions, composed of men who took locked-out plumbers and gas fitters' places. Lockout order remains in force.	35
Aug. 3 to Aug. 22, 1904.....	14½	77	220 00		Union ordered strikers to return to work.	36
Aug. 10 to Aug. 22, 1904.....	9	3,537	11,049 75		Lockout order rescinded when union directed its striking members to return to work.	37
Aug. 15 to Sept. 28, 1904.....	34	510	1,593 75	29	Entered into agreement with employers. (Reprinted in Chap. IV.)	38
Aug. 17 to Sept. 28, 1904.....	32	5,920	18,500 00	30 2,000 00	Lockout order rescinded when union entered into agreement with employers.	39
Aug. 15 to Sept. 28, 1904.....	34	1,530	3,978 00		Returned to work when marble mosaic workers' dispute was declared off.	40
Aug. 17 to Sept. 28, 1904.....	32	6,304	16,390 40		Returned to work when marble mosaic workers' dispute was declared off.	41
Aug. 1, 1904, to June 20, 1905.	243	4,074	20,370 00	31	Reorganized with rival union formed by employers; adopted agreement (Chap. IV) that existed between rival union and employers, and accepted Joint Arbitration Plan.	42
Aug. 8, 1904, to June 20, 1905.	242½	23,660	118,300 00	32 5,887 95	Reorganized with rival union formed by employers; adopted agreement (Chap. IV) that existed between rival union and employers, and accepted Joint Arbitration Plan.	43
Aug. 1, 1904, to July 4, 1905 ..	253	4,850	14,550 00	33	Reorganized with rival union formed by employers; (agreement in Chap. IV)	44
Aug. 8, 1904, to July 4, 1905 ..	252½	24,088	72,264 00	34 15,500 00	Reorganized with rival union formed by employers. (Agreement in Chap. IV)	45
Aug. 8, 1904.....					Returned to work upon resumption of building operations. Date of cessation of dispute not reported.	46
		520,343	\$2,130,420 88	\$411,230 21		47

Table VII.— concluded.

Marginal No.	TRADE OR OCCUPATION.	UNIONS AFFECTED.			UNION MEMBERS AFFECTED.			
		Directly.	Indirectly.	Total number.	Directly.	Indirectly.	Total number.	
BUILDING								
48	*Bricklayers' laborers.....	.....	1	1	.....	50	50	
49	*Building material handlers.....	.....	1	1	.....	103	103	
50	*Plasterers' laborers .....	}	1	1	{	15	15	
51	<sup>10</sup> Plasterers' laborers .....		.....	1		1	1,500	1,500
52	*Plasterers and bricklayers' laborers .....		.....	1		1	300	300
53	Total.....	.....	4	4	.....	1,968	1,968	
54	Grand total.....	63	13	76	14,635	3,891	18,526	

<sup>1</sup> Lockout caused by dispute of stone cutters.<sup>2</sup> Strike on building at Fifth Ave. and 16th St.<sup>3</sup> Lockout caused by strike on building at Fifth Ave. and 16th St.<sup>4</sup> Strike caused by refusal of employer to continue observance of union rule relative to use of machinery.<sup>5</sup> Lockout caused by refusal of employers to continue observance of union rule relative to use of machinery.<sup>6</sup> Lockout caused by strikes in Rapid Transit Subway and on Trinity building.<sup>7</sup> Strike in Rapid Transit Subway.<sup>8</sup> Strike on Trinity building.<sup>9</sup> Strike to assist stone cutters.<sup>10</sup> Lockout caused by strike in Rapid Transit Subway.<sup>11</sup> Lockout caused by strike on Trinity building.<sup>12</sup> Strike on building at Broadway and 29th St.<sup>13</sup> Lockout caused by strike on building at Broadway and 29th St.<sup>14</sup> Lockout in Rapid Transit Subway.<sup>15</sup> Lockout caused by refusal to join a rival organization.<sup>16</sup> Including benefits paid to 18 men engaged in strike that caused lockout on Oct. 3, 1904, of 432 stone cutters who also shared in the amount disbursed.<sup>17</sup> Included in general statement of stone cutters' lockout of Sept. 21, 1904.<sup>18</sup> Included in general statement of carpenters' lockout of Aug. 8, 1904.<sup>19</sup> Consisting of 2,400 carpenters and joiners, 960 cabinet makers, 24 framers, 40 parquet floor layers and 20 stair builders.<sup>20</sup> Including days lost by 43 carpenters whose strike caused lockout.

## Particulars of the Disputes in the Building Industry of New York County.

DURATION.			Loss in wages.	Amounts paid in benefits by unions.	RESULT.	Marginal No.
Period.	Days.	Total days lost.				
Aug. 8 to Aug. 29, 1904.....	164	825	\$2,310 00	.....	Returned to work upon resumption of building operations.	48
Aug. 8 1904, to April 26, 1905..	1994	7,519	15,038 00	.....	Returned to work when carpenters' dispute was declared off.	49
July 25, 1904.....		350	1,137 50	.....	Places filled by employers.	50
Aug. 8, 1904.....		18,500	60,125 00	.....	Places filled by employers.	51
Aug. 8, 1904.....				.....	Returned to work. Date of cessation of dispute not reported.	52
		27,194	\$78,610 50	.....		53
		\$8750,051	\$3,097,432 63	\$428,230 21		54

Including wage loss of 43 carpenters whose strike caused lockout.

Including benefits paid to 43 carpenters engaged in strikes that caused lockout.

Included in general statement of electrical workers' lockout of Aug. 8, 1904.

Including days lost by 225 electrical workers whose strikes caused lockout.

Including wage loss of 225 electrical workers whose strike caused lockout.

Including benefits paid to 225 electrical workers engaged in strike that caused lockout.

Included in general statement of plasterers' lockout of Aug. 8, 1904.

Including benefits paid to 20 plasterers engaged in strike that caused lockout.

<sup>28</sup> Included in general statement of marble mosaic workers' lockout of Aug. 17, 1904.

<sup>29</sup> Including benefits paid to 15 marble mosaic workers engaged in strikes that caused lockout.

<sup>31</sup> Included in general statement of tile layers' lockout of Aug. 8, 1904.

<sup>23</sup> Including benefits paid to 42 tile layers engaged in strike that caused lockout.

<sup>23</sup> Included in general statement of tile layers' helpers lockout of Aug. 8, 1904.

<sup>24</sup> Including benefits paid to 50 tile layers' helpers involved in strike that caused lockout.

<sup>25</sup> Differs from the total in Table I by reason of the inclusion there of an estimate of the time lost by the 950 employees indirectly affected for whom there is no report of time lost in the more detailed tabulation here.

of the case can only be from a financial standpoint and to what extent it will benefit or injure the parties involved, always looking to the contractors' welfare, and yet that is what they call arbitration."

After showing what it had done in the tunnel affair, the union concluded:

"This is sufficient proof that the electrical workers pursued a course in strict compliance with our agreement entered into between the Electrical Contractors' Association and Local No. 3, and complied with every sentence in the general arbitration plan of the Building Trades Employers' Association and all unions."

Here are the views that were expressed by Plumbers and Gas Fitters' Union No. 2:

"We are unalterably opposed to working with non-union men, as we believe the right of the union wage earner to refuse to work with the non-union man must be inviolate, this being the bulwark of trade unionism. The non-unionist, given the same rights and privileges as the union man, becomes a menace to organized labor in general. There is no danger more to be condemned or more threatening. We do not want arbitration where decisions which have been rendered by the General Arbitration Board must then pass to the Board of Governors, composed entirely of employers, for their approval or disapproval. We desire equal representation in the General Arbitration Board with employers, man for man. We believe that we should not be arbitrarily ordered by the mason builders or any other organization to meet another organization and settle differences or grievances, real or fancied, when no specific complaint has been filed. The above is, we feel, part of the duties of the General Arbitration Board."

The United Brotherhood of Carpenters and Joiners avowed that the employers had "agreed, in section 16 of the arbitration plan, that wages should not be reduced nor hours increased; also, in section 2 that such work that had hitherto been in the possession of any trade was not subject to arbitration. In other words, this meant that the work in possession of any union previous to the lockout could not be taken from it by any process under this arbitration plan." The Brotherhood then proceeded:

"Now, despite this agreement, quoted above, and when the carpenters signed this plan of arbitration on July 17, 1903, they did not return our members to the places they formerly occupied in the mills in The Bronx, where they were then locked out, but in plain violation of the above-quoted agreement they organized non-union men working in the mills in a dual organization, with which they made an agreement on July 16, 1903, which increased the hours of labor from eight to nine per day and reduced the minimum rate of wages from \$18 to \$15 per week. On a complaint brought under the arbitration plan, regarding this violation, they decided that, as the action complained of had occurred on July 16th, and the carpenters had signed the agreement on

July 17, that there was no cause for complaint on the part of the carpenters. The 171 carpenters locked out from those mills have not been returned to the places they formerly held, and this notwithstanding the fact that section 14 of the arbitration agreement provides that precedents established by former cases shall be held to govern. And, further, a precedent had been established in the case of the plasterers versus the Employing Plasterers' Association, wherein the decision was directly opposite. On a job at Ninth street and Broadway, where a contract had been awarded to a non-union shop and the union men had quit in consequence thereof, the employers' association had assured the carpenters' representatives that said contract had been canceled and ordered the men returned to the job. When the job was almost completed the non-union work complained of was delivered to the building and used, again showing bad faith and deliberate deception on the part of the employers. In the case of an addition to a prominent dry goods store on Third avenue the contracting carpenters, members of the employers' association, agreed with the representatives of the carpenters that they would make all fixtures required by these people in their own shop and under union conditions. The fixtures used and delivered on said job proved to be made by a non-union firm, and section 15 of the arbitration agreement, which provides that all members of the employers' association agree to employ union men only, directly or indirectly, was violated again. It needs no argument to demonstrate that an employer subletting fixtures to a non-union shop to be made there is indirectly employing non-union labor. In the case of the company contracting for the work at Sixtieth street and Fifth avenue, the same violation of section 15 occurred. Sixty members of our union working in that company's shop were laid off for alleged want of work, while the making of doors and trim for the above building was sublet to a non-union firm in Pawtucket, R. I., which are working ten hours per day at a rate of wages of \$12 per week, thus again indirectly employing non-union men and violating section 15, and when complaint was entered in the General Arbitration Board the chairman refused to entertain a motion to find the company guilty of violating section 15, and stated to the meeting that if such action were taken the Board of Governors of the employers' association would not stand for it. When the carpenters employed on the building refused to handle such non-union work, the employers' association ordered the carpenters locked out throughout the city. We could continue such cases of deliberate violations of section 15, in the indirect employment of non-union men on shop work, but believe we would only tire your patience, and instead of quoting a multitude of such cases, content ourselves with quoting the cases above."

Mosaic and Encaustic Tile Layers' Union No. 30 objected to the working of the arbitration plan, "for the reason that it compels unions to arbitrate questions of jurisdiction which have already been decided by higher and competent bodies." The union also stated "that the rubber tile on the St. Regis hotel was being laid by non-union men, notwithstanding the fact that we are the only tile layers' union, and made complaint to the General Arbitration Board."



The Amalgamated Painters and Decorators remarked that on—  
 “August 20, 1903, complaint was made by the union against interior decorators for non-employment of and discriminating against our members. The Brotherhood of Painters signed the plan of arbitration after the complaint was made and was admitted to the General Arbitration Board as a dual organization. A motion to lay the credentials of the Brotherhood of Painters over till the decision in the case of the Amalgamated Painters versus the interior decorators was defeated and the Brotherhood was seated against the protest of the complainant. A decision was rendered ordering the Amalgamated Painters to join the Brotherhood of Painters in fifteen days, and deciding that the interior decorators were justified to discriminate against and not to employ members of the Amalgamated Painters, although they were the only painters’ union represented in the Board of Arbitration at the time of the complaint, and in view of the fact that, in accordance with articles 2 and 15 of the plan of arbitration, the employers agreed to employ only union men when parties to the arbitration agreement. In February, 1904, a company of employing painters discharged the members of the Amalgamated, claiming that they had joined the interior decorators and under the regulation of that body had to employ Brotherhood men. Without any notice, and against all rules of the Arbitration Board, the company annulled the agreement with the Amalgamated Painters by discharging or by influencing them to join the rival painters’ organization. On March 23, 1904, the Amalgamated Painters and Decorators complained against the firms of the Iron League for employing non-union painters. Pending the arbitration proceedings an official of the Iron League influenced a construction company to discharge the members of the Amalgamated Painters in their employ. No decision has been rendered and the painting of iron work is done by non-union men. Union painters who worked for members of the Iron League prior to the signing of the plan of arbitration were discharged and their places filled, in violation of articles 2 and 15 of the plan of arbitration. Regarding the Subway, we beg to state that members of the Amalgamated Painters were discharged, after they had refused to do night work for single pay. We complained to the Building Trades Alliance, which demanded the reinstatement of our men and proposed that 50 per cent of the painters should be employed from each union. The statement that the Amalgamated Painters or the Building Trades Alliance demanded the discharge of the Brotherhood men is untrue.”

The numerous complaints under the plan of arbitration adopted in 1903 brought about a general revision at a conference composed of three representatives from each union and employers’ association affiliated with the General Arbitration Board. Three sessions of the convention were held (March 21st, March 25th and April 22d) and after prolonged discussion the revised plan printed in the following section was adopted.\*

In February, 1905, the same month in which the General Arbitration Board adopted a resolution favoring a revision conference

\* For an account of the proceedings of the convention, see Department of Labor Bulletin June, 1905, pages 158-169.

or convention, the United Brotherhood and the Amalgamated Society of Carpenters and Joiners began negotiations with the Master Carpenters' Association with the object of adjusting the dispute in that trade. After several conferences a settlement was effected on April 26th when an agreement to expire December 31, 1905, was entered into by the contending parties. It was decided, in addition to the provisions in the written contract, which is reprinted in the following section, that the Greater New York Carpenters' Union, which was organized by the employers, should be formed into two locals of the United Brotherhood, while a third branch should be attached to the Amalgamated Society. It was likewise provided that the Greater New York Cabinet-makers' Union, also formed by the employers, should re-organize as a subordinate union of the United Brotherhood. Each party to the agreement adopted as a basis of settlement the joint arbitration plan. They further agreed to "abide by the decisions of said arbitration as associations, and use any and all lawful means in their power to compel their members to abide by said decisions." The principles on which the agreement is based are (1) that there shall not be any limitation as to the amount of work a man shall perform during his working day; (2) that there shall not be any restriction to or discrimination against the use of any manufactured material made by wood workers, except non-union and prison made, this rule not to apply to any flooring or machine-planed timber or lumber, or to any material made by members of any regularly organized wood-working union in existence at the time of the signing of the agreement; (3) that there shall not be any restriction of the use of machinery or tools; (4) that only business agents shall have the right to interview workmen during business hours, shop or job stewards who desire to examine workmen's cards being required to do so before 8 A. M., between 12 and 1, and after 5 P. M.; (5) that the employment of apprentices shall not be prohibited, and they shall not be members of any union until their apprenticeship is completed, at the termination of four years' service at the trade, and then they shall become union members, one apprentice to be allowed to every ten carpenters, taken from average employment of carpenters in the previous year; (6) that superintendents and shop and permanent foremen need not belong to the union, they to be tried by and sub-

ject only to the decision of the Joint Arbitration Board for any cause whatsoever that may be brought against them while acting in that capacity; (7) that journeymen shall have the privilege of working for whomsoever they may see fit, and the employers to be at liberty to employ or discharge whomsoever they may see fit.

No change was made in wages and labor hours. One article of the agreement provides that "if a building shall be abandoned for any cause, on which the wages of union carpenters are unpaid, no member of the Master Carpenters' Association shall contract to complete the same until such debt is paid by the original or subsequent owner, or provided for in the new contract. If a member of the Master Carpenters' Association is prevented from carrying out his contract on a building through the insolvency of the owner, or any other cause, no union carpenter shall work on said building until the master carpenter's contract or claim has been equitably adjusted. Notice in writing, stating amounts in dispute must be filed with the secretary of the Joint District Council within two weeks of the stoppage of the work, giving full particulars; the secretary to give proper notice to the unions and their representatives at the beginning and ending of the question in dispute."

During the prolonged struggle of the United Brotherhood and Amalgamated Society of Carpenters and Joiners they paid the sum of \$283,510.20 in benefits to the members who had been involved in the dispute. These workmen suffered a loss in employment aggregating 292,440 days, and a wage loss of \$1,190,115.30.

On the 20th of June, 1905, a settlement was made in the tile layers' trade through an amalgamation of the rival unions—the Empire Tile Setters' Union, organized by the employers' association, and Mosaic and Encaustic Tile Layers' Union No. 30. A joint conference was attended by 369 members of the two unions and by the general officers of the Ceramic, Mosaic and Encaustic Tile Layers' International Union and the new union was chartered as Local No. 52 of this organization (agreement reprinted in section IV). It agreed to conform with the general arbitration plan of the Building Trades Employers' Association and the trade agreement that had been entered into between the Empire

Tile Setters' Union and the Tile, Grate and Mantel Association (of employers). It was also agreed that none of the officers of the two rival unions should hold office in the new union for a period of six months. Each member paid an enrollment fee of \$5. During the lockout, Local No. 30 paid out the sum of \$5,887.95 to unemployed members, 302 of whom lost 27,734 days' time and \$138,670 in wages.

Satisfactory terms were made with the employers on July 4th last by the Hexagon Labor Club of Tile Layers' Helpers, which in the early morning of that day, after an all-night session, agreed with the Metropolitan Tile Setters' Helpers' Union, the rival organization that had been ushered into existence by the employers' association, to disband and reorganize as Ceramic, Mosaic and Encaustic Tile Layers' International Union No. 53, to be composed exclusively of helpers (agreement reprinted in section IV). While the dispute was in progress the Hexagon Labor Club disbursed \$15,500 to the 318 members affected, these helpers having lost 28,938 days' employment and \$86,814 in wages.

Business has been unusually brisk in the current building season in the metropolis, and the members of the unions that have held out against the Building Trades Employers' Association have secured steady employment with numerous independent firms in Greater New York. The unions that have not as yet effected a settlement of their differences are as follows: Brotherhood of Electrical Workers No. 3, Amalgamated Painters and Decorators, Operative and Ornamental Plasterers' International Association (Nos. 25, 43 and 216), \*Modelers and Sculptors' League of America, Journeymen Plumbers and Gas Fitters' Union No. 2, and Journeymen Stone Cutters' Association of New York and Vicinity.

Altogether, 402 establishments were directly involved in the dispute, and for a time their business was at a standstill. No attempt has been made by the different associations to count the financial losses sustained by the various firms and corporations affected by the strikes and lockouts, but it is generally conceded that the amount was exceedingly large.

\* On April 13, 1906, while this report was in press, the Modelers and Sculptors' League of America and the Modelers and Sculptors' Guild of America (the rival union organized by employers) settled all differences in that trade by amalgamating under the title of Modelers and Sculptors of America.

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Sixty-three unions and 14,635 of their members took a direct part in the controversy. These workmen suffered an aggregate loss in employment of 654,113 days and a wage loss of \$2,794,514.48, while the disbursements made by 58 unions to 11,448 members in strike and lockout benefits footed up \$412,730.21.

There were 3,891 members of 13 unions who indirectly felt the effect of the difficulty. Three of these unions, 950 of whose members suffered from enforced idleness, were unable to compute the loss in time and earnings, but the other 2,941 workers were deprived of employment for a total of 95,938 days, with an aggregate loss of \$302,918.15 in wages. One of these organizations paid out \$15,500 in benefits to 318 members.

Thus, it will be seen that, considered as a whole, 76 unions and 18,526 employees were affected, 17,576 of that number, in 73 organizations, sustaining a loss of employment aggregating 750,051 days and a wage loss of \$3,097,432.63, while 59 unions expended \$428,230.21 to aid 11,760 striking and locked-out members.

Assuming that the 950 union men indirectly affected by the dispute who did not report the duration of their idleness lost on the average the same number of working days that were lost by the others thus affected, the aggregate number of days lost would be augmented to 775,000. In the Bureau's report for 1904 (page 35) the amount of time lost between August 8th and September 30th, the end of the official year, was reckoned at 450,000. The remainder, 325,000 days, is in Table I credited to the year covered by this report.

#### Judicial Proceedings Resulting from the Building Trades Dispute.

Growing out of the controversy there were several important cases, involving prominent employers, or their associations, brought before the courts. These are described below in chronological order.

#### GENERAL ARBITRATION PLAN OF 1903 UNENFORCEABLE AT LAW.

The first action of note was instituted in August, 1904, by James J. Daly, as president of Mosaic and Encaustic Tile Layers' Union No. 30, against Charles L. Eidlitz, as president of the Building Trades Employers' Association. It consisted of a motion before Justice William D. Dickey in the Queens County Supreme Court for an order to compel the specific performance

of the General Arbitration Plan adopted in July, 1903, and the particular relief sought was that the employers' association and all concerns associated with it be restrained and enjoined during the pendency of the action from ordering, continuing or maintaining any lockouts, or from interfering with or preventing the Mosaic and Encaustic Tile Layers' Union or its members from engaging in their usual work, or from in anywise preventing the individual members of that union receiving from their employers wages for their services. The court was also asked to issue a decree directing and requiring the president of the parent employers' association to fulfill and perform all the conditions of the agreement upon his and its part.

On August 25th Justice Dickey handed down a decision denying the relief asked for on the ground that it was beyond the power of the court to grant an injunction on the case as made. It was the opinion of the court that "the arbitration plan or agreement is not enforceable by this action or by any other," and that "there is no provision in it for its enforcement and is no such contract as the law will enforce, and is therefore worthless so far as this action is concerned. It has no binding force on individuals." The text of the decision follows:

"The plaintiff and defendant are alike voluntary unincorporated associations consisting of more than seven persons each.

"The arbitration agreement or plan provides for the settlement of all disputes between employers and employees by arbitration with an agreement to abide by the result of the arbitration and an agreement to work and be employed pending the arbitration.

"The purpose of the agreement being, if possible to guard against and prevent sympathetic strikes and lockouts occurring, a commendable undertaking, because if faithfully and honestly lived up to by both sides there never would be a strike or lockout.

"It is the duty of the court, as well as its pleasure, to enforce this provision if the law permits.

"This particular form of action and the relief sought is entirely new.

"My attention has not been called to any cases anywhere of similar character, so in this decision I must apply the general principle common to all actions in equity, and applicable to contracts.

"In justification of their action the employers claim that the workmen by quitting their work on certain buildings without resorting to arbitration and without any good cause relieved them from any obligation legal or moral to live up to their agreement not to stop work and not to discharge their workmen.

"The tile layers say the differences which caused them to strike could not be arbitrated and their only effectual remedy was by leaving their work as they did. It is not necessary in the decision of this motion for me

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to say which claim is right. In my opinion the arbitration plan or agreement is not enforceable by this action or by any other. I can no more give the plaintiff the relief asked for than I could compel them to go back and continue on the jobs they quit in Manhattan, if the employers were asking for such a decree in a suit brought by them.

"It is well settled that an employer has a right to employ and discharge any one he pleases, and a workman may work or refuse to work at will. (National Protective Association of Steam Fitters vs. Cumming, 315, 53 Ap. Div., 227).

"The agreement is not a mutual or reciprocal one; there is no provision in it for its enforcement and is no such contract as the law will enforce, and is therefore worthless so far as this action is concerned. It has no binding force on individuals. To be at all capable of enforcement by decree for the specific performance of any of its provisions, it should be capable of a construction that would fully and adequately protect all parties sought to be protected by the decree. It does not admit of such a construction, and would not warrant any such decree. Equity will not permit enforcement of one side of a contract and permit the other side to violate it with impunity and at will.

"The relief asked for must be denied as beyond the power of the court to grant on the case as made."

#### JUDGMENT AGAINST THE TILE, GRATE AND MANTEL ASSOCIATION FOR VIOLATION OF FEDERAL CONTRACT LABOR LAW.

There transpired in October, 1904, an event that resulted in the exaction of a heavy penalty from the Tile, Grate and Mantel Association, which was charged by the United States attorney for the southern district of New York with wilfully violating the Federal immigration laws, in that its members had been instrumental in causing ten tile layers to be imported from Great Britain contrary to the provisions of the statute relating to contract labor. In the above-named month the following want advertisement was printed in the Staffordshire, England, *Sentinel*, as well as other European newspapers:

"Tile masons (competent) wanted; \$5 per day; 8 hours. Apply Tile, Grate and Mantel Association, 1123 Broadway, New York, U. S. A."

The publication of this advertisement was *per se* an infraction of the law, section 6 of which provides that "it shall be unlawful and be deemed a violation of section 4 of this act to assist or encourage the importation or migration of any alien by a promise of employment through advertisements printed and published in any foreign country; and any alien coming to this country in consequence of such an advertisement shall be treated as coming under a promise or agreement as contemplated in section 2 of this act, and the penalties imposed by section 5 of this act shall

be applicable to such a case." But in addition to the violation of the foregoing section, it was shown that the Tile, Grate and Mantel Association, through its agent, also violated section 4 of the act, which makes it "unlawful for any person, company, partnership or corporation, in any manner whatsoever, to prepay the transportation or in any way to assist or encourage the importation or migration of any alien into the United States, in pursuance of any offer, solicitation, promise, or agreement, parol or special, expressed or implied, made previous to the importation of such alien to perform labor or service of any kind, skilled or unskilled, in the United States." The allegation was made that a representative of the employers' association visited Stoke-on-Trent, an English tile center, whence tile setters are sent to work on contracts throughout the British isles and on the continent of Europe, and there engaged ten men to go to New York City to work for members of the Tile, Grate and Mantel Association, prepaying their passage, which was by second-class cabin, and giving each three pounds sterling for expenses. These tile layers came to this country, and by withholding from the immigration authorities at the port of New York all knowledge that they had been engaged under contract, succeeded in gaining entrance to the city, where they reported to the employers and were immediately sent to various jobs. After working for a brief spell five of the workmen went abroad, or elsewhere in this country, while the other five continued in their employment for awhile. The latter were constantly shifted from one building to another until they finally learned that they had unwittingly taken the places of locked-out tile layers. In England they were members of the Tile Fixers' Union and when they became aware of their predicament they sought out the headquarters of Mosaic and Encaustic Tile Layers' Union No. 30, to which they unfolded the details of their importation. Under the guidance of a committee of that union they voluntarily went to Ellis Island, where they were detained last January and an investigation was started by the Federal officials, resulting in the instituting of ten suits in the United States Circuit Court against the Tile, Grate and Mantel Association for importing ten aliens under contract, section 5 of the immigration act stipulating that "the person, partnership, company or corporation violating" sections 4 or 5 "shall forfeit and pay for every such offense the sum of \$1,000, which may be sued for and recovered by the United States, or by any person who shall first bring his action therefor in his own name



and for his own benefit, including any such alien thus promised labor or service of any kind as aforesaid, as debts of like amount are now recovered in the courts of the United States; and separate suits may be brought for each alien thus promised labor or service of any kind as aforesaid. And it shall be the duty of the district attorney of the proper district to prosecute every such suit when brought by the United States." A further penalty for offenses of this character is imposed by section 8 of the law, this section providing that "any person \* \* \* who shall bring into or land in the United States, by vessel or otherwise, or who shall attempt, by himself or through another, to bring into or land in the United States, by vessel or otherwise, any alien not duly admitted by an immigrant inspector, or not lawfully entitled to enter the United States, shall be deemed guilty of a misdemeanor, and shall, on conviction, be punished by a fine not exceeding \$1,000 for each and every alien so landed or attempted to be landed, or by imprisonment for a term not less than three months nor more than two years, or by both such fine and imprisonment." One of the five alien tile layers who were detained at Ellis Island fell ill, was deported, and subsequently died in England. The others consented to remain in this country until the trial of the action, at which they volunteered to appear as witnesses for the Federal Government.

The warrant to take into custody the five imported tile layers,—George Hill, Charles Lewis, Henry Johnson, William Angle and Edwin John Wright—was issued by V. H. Metcalf, Secretary of Commerce and Labor. It specified that these aliens had landed at the port of New York on the steamship Baltic on November 26, 1904, in violation of the immigration act, and ordered Commissioner of Immigration William Williams to convey them before the Special Board of Inquiry at Ellis Island to enable them to show cause why they should not be deported in conformity with law. A special inquiry in the case was held on January 9, 1905.

Arthur T. Mart, of the firm of Mart & Lawton of New York City, was called as a witness. He testified that he did not know any of the persons named in the warrant, but he had known their families, as he was a native of the town where they came from—Stoke-on-Trent. He said he was not in any way connected with their coming to this country, and did not know of anything he had done that was contrary to law; that he had not assisted the men in any way to leave England, or promised them work either for a day, a month or a year. He knew one of them as coming

to the office of his firm in New York City for employment. This was Metcalf, who was employed, but left the day before Christmas. Witness could not say that he had seen any of the persons named while in England; that he did not recognize them by their names; that he was called on to go to a factory at Stoke-on-Trent on business for his firm, which is the agent in the United States for the English concern; that he saw scores of men, and if the detained aliens were among the number he did not know it; that he did not talk with them about work over here, but conversed in a general way with the representatives of the tile manufacturers there. "Of course," he testified, "the natural question came up that we were not very busy, and they seemed to wonder why we were not sending to them for more goods, and I told them business was dull in New York. There was a strike for five months here. It was at the end of the strike that I went over there; it was not at the beginning of it. It ended at about the time I came back. I took my family over there, and it was a pleasure trip more than a business trip. We have quite a large contract and there was a lot of tile that had to have personal supervision, and I had to go up and find out where the factory was that this material was made." It was on the 29th of October that he went to England, where he remained three weeks, the journey consuming altogether five weeks. During the three weeks' stay in England he was in the store only three days, the rest of the time being used in entertaining his family by taking them about the country. He made a second trip to Stoke-on-Trent before his departure to this country in order to inspect some special goods that were being made for his firm. He knew about the advertisements having been inserted in foreign newspapers, but did not know that unsatisfactory responses had been received. While in Stoke-on-Trent, witness stated, he stopped at the Wheat Sheaf Hotel. He recalled that he had sent postal cards to several men for this reason:

"While I was in the factory I was talking to one of the foremen there, and he was saying that a lot of men were idle and talking about going to America, and I said, 'Do they know what they are up against?' and he said, 'No; what do you mean?' I said, 'They can not go there on contract, and unless they can pay their own passage; the law is very strict.' And he said, 'I wish you would tell them, because I do not want any man to leave his native country and wife and family and then be destitute,' and I said, 'I will tell you what I will do; if you will give me these men's addresses I will write and explain it,' and he said, 'I wish you would.' So I wrote postal cards to about three or four of them to come to the hotel one evening."

Witness could not remember the names of the persons to whom he wrote. He averred:

"There were three or four of them and this friend of mine said: 'I rather you would tell them. You know more about America than I do.' I do not know whether these three or four men were those who afterward came over here. They came there in numbers, five, six, seven—seventeen, waiting in the smoking room for me. When these men came there were about twelve more with them, because evidently these men I had written to told the other men, and I met them on the sidewalk. One man came in, and he said there were a whole lot of men outside. He wanted work, and I talked to them: 'Now, there is no use of you bothering me about taking you to America; I can not do it.' 'Well, is there work over there?' 'I cannot tell. You know the advertisements that there are men wanted, and you should take it for what it reads. I cannot give you any assistance, and if you go there and you go against the law you are going to be sent back again.' Some of them said: 'Well, we cannot go anyway unless under an agreement, and I want my working time paid while crossing the ocean,' and there was a difference of opinion going on, which I listened to, and that was the extent of my connection with any man while on the other side. They seemed to know that there was a strike on over here. One man said he had received a letter from his sister in Trenton. They knew all about it, because the greater number of people in Stoke-on-Trent have relatives in Trenton in the crockery business, or in some tile factory in the United States, and they know just about as much about the business as we do here. I got the addresses of the men I wrote to from this friend of mine that I was talking to—Peter Fox. Some of them told me here: 'We have written in reply to an advertisement.' Well, I did not know whether or not to believe them. I did not pay any attention to them. They did not ask what wages were being paid over here. Some of them said they wanted their wages paid while on their way over. That was a voluntary statement made without my asking them. I knew Mr. Fox probably for about thirty years, and have known his family, and it is natural when a man goes over there after being away sixteen or seventeen years they would talk about a lot of things, and perhaps say something about the strike and scarcity of men, but it was not done with the intention of influencing Mr. Fox; it was only the way that anybody would talk to a man if he was a friend of his. I did not request Mr. Fox to speak to these men about coming over. I did not authorize Mr. Fox to pay their passage to America. I do not know whether anybody on this side did authorize Mr. Fox to pay their passage over. I did not communicate with Mr. Lawton while in England in regard to these men. The communications that passed between us were in regard to our business. I could not swear that I made any reference to tile fixers or tile setters being out of work and willing to come over. I might have said there were men out of work, but it would be only in a general way, so unimportant that I do not remember when. I did not ask Mr. Lawton or any one else in New York for authority to employ these men or pay their passage to America. I think that one of those letters referred to was in this way: that there were a lot of men there, but not competent men, because I remember speaking to Mr. Fox, and he said the majority of men out of work were men who would not be desirable, and I asked him in what way, and he said there were lots of tilers who were not good tile workers, and

I may have written to Mr. Lawton in that strain; I think I did. I think I cabled to Mr. Lawton from London when I wanted to buy a lot of stuff. I forget what the cable read, but I think it was a request for a letter of credit; I wanted more money. It was more for my personal wants than anything else. I do not recall sending any cablegram to America while in Stoke-on-Trent. I had no cause to send a cable message."

Charles E. Lawton, of the firm of Mart & Lawton, and Secretary of the Tile, Grate and Mantel Association, testified:

"Now, there was a strike on here in New York and these men naturally wanted to come over, so they came over here. This I got from rumors I heard in New York. These men came over here and they went to work for I do not know who—several firms—different firms, and most of them were unsatisfactory, and they were naturally discharged because of being unsatisfactory. These men came over here expecting work, and, being discharged, somebody got hold of them and told them that they could have half the fine that would be paid in case they made these statements, and now that is the statement made by a man who came into my office the other day. He told me his name in confidence because he was a friend of ours. He said these rumors had gone around. He was a member of one of the labor unions in New York. He informed us further about this matter as far as he knew, and everything has come out just as he said, and these men refused to work and were staying in a boarding house in Twenty-second street, and the money was being put up for them by outside parties. They were told they need not work, and there would be \$1,000 fine in every case proved against me, or whoever it is, and they would receive \$500 each and the lawyer \$250, and this man who gave the information \$250. This informant got the information from the friends who attended their meeting rooms. The man who gave me this information I have known for over twenty years, and I know him to be a reputable and trustworthy man. I merely mention what seems a likely information."

Witness stated that he is the Secretary of the Tile, Grate and Mantel Association. Asked if he knew whether that organization took any steps during the lockout in New York to secure laborers from Europe he replied that it had; that the association published an advertisement in newspapers in England and in other countries of Europe which read: "Tile fixers wanted; \$5 for eight hours work; apply 1123 Broadway, at the Association labor bureau office."

At this stage of the examination Mr. Lawton asked his question—Law Clerk Hugh Govern, Jr., of the immigration service:

"Do I understand that an advertisement of that sort published is a violation of law? I was very much astonished to be asked that question, and I would like to get from you now an official answer."

Mr. Govern replied:

"Well, I can hardly give you an official opinion about that, because my opinion might not be worth much. You undoubtedly know as much about that

as I do. We have no authority here to give opinions about things of that sort. Our province is merely to ascertain facts, you know, and you might have one opinion about it, and I might have another."

Continuing, Mr. Lawton said he did not know the names of the papers in England that published the advertisement, "because we were not at all familiar with the names of the papers; we merely had to send them over to be issued on the other side by advertising agents. It was a large agency in Park Row that delivered the advertisements for our association. I think it was the Morse Advertising Company."

By the Law Clerk:

Q. "You, as secretary of the Tile, Grate and Mantel Association, had charge of that, did you?" A. "Yes. I saw to the advertisement."

Q. "Well, you prepared the advertisement, did you, and turned it over to the Park Row company?" A. "Yes."

Q. "And you paid the Park Row company and then they paid the people over there?" A. "Yes, sir."

Q. "Did the advertisements result in anything—did you get any responses through them?" A. "Yes, we got a number of letters of various kinds."

Q. "About how many answers, Mr. Lawton, did you receive through those advertisements?" A. "Oh, about sixty-five."

Q. "I suppose you found some of them worth answering, and some you did not?" A. "Why, as a matter of fact we found out that when we got those answers it was pretty difficult to know what sort of fellows they were—they wrote in such a variety of ways. The English ways of looking at things puzzled us, and we hardly knew whether they were good or bad."

Q. "Didn't you reply to any of them?" A. "No, not one. I do not think we replied to any of them. It may have been one or two. They asked us to make a contract with them before coming over here. They wanted an agreement for a certain length of time for work, or something of that sort. They asked impossible conditions, such as promises, contracts, their passage paid."

Q. "I suppose you, as secretary of this Tile, Grate and Mantel Association, followed out their instructions as to what should be done under the circumstances here?" A. "Yes—whose instructions, and under what circumstances?"

Q. "I say, as secretary of this Tile, Grate and Mantel Association, you acted in accordance with instructions given you by the association?" A. "Yes."

Q. "Didn't your association finally conclude to send somebody over there to talk with these people personally, in view of the unsatisfactory demands that they made on you through these letters?" A. "No, sir; it did not, sir."

Q. "Do you know whether anybody actually went to England at the instance of the association, or for the association, to talk with these men?" A. "Not with my knowledge, sir."

Q. "Did any of these men report or come to your office when they came to the United States?" A. "No, sir."

Q. "Haven't they ever been at the office of your association?" A. "Some of them have. You mean my house, or the office of the association?"

Q. "Did they come to your private office?" A. "Why, they came in the way of getting work. We have had applications from some tile laborers lately."

Q. "Well, how many of them came direct to your office upon reaching New York?" A. "I do not know that any of them did, sir."

Q. "Well, where is the office of Mr. Lantry, the president of this Tile, Grate and Mantel Association?" A. "29 East Seventeenth street."

Q. "Do you know whether they went to his office upon reaching New York?" A. "I do not know, sir."

Q. "Have you ever heard him say?" A. "I have heard him say that an Englishman applied to him for work."

Q. "Upon reaching here?" A. "Well, I do not know how soon or anything about that."

Q. "Do you know for what concerns these men have worked in New York?" A. "I know some of them, sir, but I do not know them all, because I have no way of knowing them all, you know."

Q. "What ones do you know?" A. "Why, I happen to know that the J. L. Mott Iron Works say they had an Englishman come to go to work, and he did such bad work that they went and asked him where he had ever set any tile before and when. This was one of the representatives of the Mott Iron Works telling me his troubles; and he stated that this fellow was such an incompetent man that he discharged him, but I do not know the man's name."

Mr. Mart—"I think it was Hill."

Mr. Lawton—"It may have been one of this bunch. Also, I know two men came to my office the other day and said they had been here some months working."

Regarding the cablegram referred to by Mr. Mart, Mr. Lawton said he recalled receiving that message.

Q. "About how long ago was that?" A. "Oh, I could not tell you; some time during his stay there."

Q. "Was it in December last?" A. "The last of November."

Q. "How many cablegrams did you receive?" A. "I cannot tell you that."

Q. "Did you receive more than one?" A. "I do not know even that. Would you mind telling me, Mr. Govern, what you are getting at?"

Mr. Govern—"I am simply endeavoring to get all the information I can while you are here. After it is written up I will read it all over and sift it and come to some conclusion. You are making these statements entirely voluntary; you are not compelled to at all. I am asking you these questions on the assumption that you are willing to throw all possible light on this affair. Now, as I told you in the beginning, you are not compelled to say anything that you do not care to say; that it is entirely optional with you. I am assuming that you are willing to co-operate with us and to assist us in sifting this matter. I want you to clearly understand as to that. Now, I ask you again, Mr. Lawton, whether you received more than one cablegram from Mr. Mart?"

Mr. Lawton—"I cannot answer that from memory. I can find out; I had so many things on my mind at that time."

Q. "You are only positive of having received one?" A. "Yes, sir; I was working night and day at those times, and what I would remember or what I would not remember I would not like to testify. I was putting every bit of time and effort I could in the business."

Q. "From your best recollection that cablegram referred to a letter of credit for Mr. Mart." A. "Yes."

Q. "And upon that I presume you took steps to cable him credit?" A. "No, sir."

Q. "Have you a copy of that cablegram in your office?" A. "I do not know whether or not I have that copy."

Q. "Was there anything else in that cablegram except asking for the letters of credit?" A. "I can not recall now, sir, what it was."

Q. "Do you recollect from what point in England that cablegram was received?" A. "No."

This affidavit made on December 28, 1904, by George Hill, a citizen of Great Britain and one of the detained workmen, was placed in evidence as to contract, the affidavit deposing:

"That sometime during October, 1904, while residing at Stoke-on-Trent, England, he read an advertisement in a newspaper called the *Staffordshire Daily Sentinel*, which advertisement to the best of affiant's recollection and belief was worded as follows:

"'Tile workers wanted; \$5 a day for 8 hours work; apply Tile, Grate and Mantel Association, 1123 Broadway, New York City.'

"That his occupation being a tile setter, he answered the above-mentioned advertisement by letter with a view to obtaining employment as offered; that on or about November 8, 1904, he received a postal card answering his application for employment above referred to, and which postal card was signed, 'A. T. Mart,' and, to the best of affiant's recollection and belief, said postal card read as follows:

"'Call to see me any evening between 6 and 7 o'clock up until Friday evening concerning situation as to tile setter in New York.'

"That said message was written on a postal card bearing the imprint of Wheat Sheaf Hotel, Stoke-on-Trent, Staffordshire, England; that immediately upon receipt of said postal card he called at the Wheat Sheaf Hotel and there found one A. T. Mart, who informed affiant that he was the representative of thirty-two American tile firms and that he was engaging men for them, and that he wanted to employ fifty men; that the said A. T. Mart told him that the salary would be \$5 per day and asked affiant whether or not he was in a position to pay his own passage to the United States, and on being answered in the negative told affiant that he had cabled to the United States and that on the following day he would probably be authorized to pay the passage for the men engaged to go to the United States; that he met said A. T. Mart on the following day by appointment and that said A. T. Mart informed him that he had received authority to prepay affiant's passage and directed affiant to call on one Peter Fox, 'who is foreman of a mosaic tile factory in Stoke-on-Trent,' and that said Peter Fox would purchase affiant's steamship ticket and place him on board the steamer; that on the following day (Friday), 'on or about November 11, 1904,' he met said Peter Fox by appointment and that said Peter Fox purchased four

tickets for the steamship Baltic, which tickets were for the transportation of affiant and three other tile workers, who, to the best of affiant's information and belief, were also going to the United States pursuant to similar agreements entered into between them and the said A. T. Mart; that said Peter Fox accompanied affiant to Liverpool and brought him to the dock of the steamship Baltic and that said Peter Fox also gave him three pounds sterling; that prior to leaving Stoke-on-Trent the said A. T. Mart had instructed affiant to say to the immigration authorities at New York that he had no work prepared and that he was going to the United States for the purpose of securing employment; that said A. T. Mart also told him to say that he was going to 347 West 26th street, New York City, and explained to him that this was for the purpose of deceiving the United States immigration authorities; that said A. T. Mart told affiant to present himself immediately upon his arrival in New York City at the office of W. H. Jackson Company, 29 E. 17th street, and there ask for Mr. Lantry, who would put him to work. That he sailed from England on the steamship Baltic, arriving at the port of New York on or about November 25, 1904; that the day following his arrival at the port of New York he went to the office of W. H. Jackson Company and there found Mr. Lantry; that he explained to Mr. Lantry that he had been sent there from England by Mr. Mart; that said Lantry told him that he had already engaged two men who had come from England and that he had no room for others, but told affiant to go to Alexander & Reid Company, at 127 East 23rd street; that accordingly he went to the office of Alexander & Reid Company, where he was told to come in on Monday following and bring his tools ready for work; that he at first explained at the office of Alexander & Reid Company that he had come from England and that W. H. Jackson Company had sent him to them; that nothing was said between affiant and any representative or member of the firm of Alexander & Reid Company as to the salary he was to receive, but that at the end of the week he received the exact rate of wages as promised him in England; that he worked for the said firm of Alexander & Reid Company until about December 16th, at which time Alexander & Reid Company sent him to J. L. Mott, 84 Beekman street, where he worked about two days, and from there he was sent back to Alexander & Reid Company, and from there he was sent to Traitel Bros. & Co., 133 West 42d street, where he worked two and one-half days and was discharged, and that the reason given for his discharge was that he worked too slowly.

"Affiant further says that he would not have come to the United States had he not received the promise of work above mentioned and that he came to the United States solely on account of the above-mentioned promise and agreement."

Similar affidavits were made by William Angle, Charles Lewis, Henry Johnson and Edwin John Wright.

After detailing the manner in which the arrangement had been made at Stoke-on-Trent for his departure to and employment in New York City, William Angle deposed:

"That immediately after landing he went to the office of W. H. Jackson Company and there found Mr. Lantry; that he told Mr. Lantry that he



had been sent from England by Mr. Mart and that said Mr. Lantry told him to call the next morning; that the following morning Mr. Lantry told affiant to go to one Mr. McDonald, at 229 West 28th street, New York City, at which address the said W. H. Jackson Company conduct their factory; that he called on said Mr. McDonald as directed and that said Mr. McDonald immediately put affiant to work without asking any questions of him; that he remained in the employ of W. H. Jackson Company until about December 20, 1904, when he was discharged; that the reason given for his being discharged was that he worked too slowly."

Charles Lewis, in his affidavit, said that upon landing he had called at the office of the W. H. Jackson Company and there found Mr. Lantry, who told him to go to the Alexander & Reid Company at No. 127 East 23d street, to which address he went, and was then sent to the office of Traitel Bros. & Co., 133 West 42d street. "That shortly after this he was informed by two tile workers named Samuel Whittingham and Frederick Metcalf (both of whom came to the United States on the same vessel with affiant, and as the result of an agreement entered into with A. T. Mart in England, but have since returned to Great Britain) that they were working for the E. Bradley Currier Company, at 119 West 23d street, and advised him to go there for employment; that shortly after this affiant called at the office of the E. Bradley Currier Company and there saw Mr. Currier, who asked him whether he could begin work that day; that he explained to Mr. Currier that he had been sent over to the United States by Mr. Mart, and Mr. Currier seemed to understand this." Affiant said he remained with the E. Bradley Currier Company until December 17, 1904, at which time he became ill. He recovered from his illness, but finding that all his friends who had come from England with him to work here as tile layers had been discharged he drew what money was still due him, "and has been unemployed since then."

Henry Johnson also deposed that he had called on Mr. Lantry and was told to go to the Alexander & Reid Company, in whose employ he remained about ten days, when he was informed that there was no more work, but was asked to stop in every morning, which deponent did until about December 16th. Edwin John Wright made affidavit that he too had visited Mr. Lantry, who sent him to Mr. McDonald, the latter putting him to work without asking him any questions; that he remained in the W. H. Jackson Company's employ until about December 20, 1904, when he was discharged, the reason for such dismissal being that he worked "too slowly."

The five aliens were called to the witness stand by the Board of Inquiry and reiterated the statements made in their affidavits that Peter Fox, foreman of the mosaic room at the Minton & Hollins Company at Stoke-on-Trent, had paid their passage to the United States; that they were sent to Mr. Fox by Mr. Mart; that the latter did not tell them to say anything to Mr. Fox, only that the said Fox would meet them at the steamship agent's office and give them passage tickets; that when they applied to Mr. Mart at the Wheat Sheaf Hotel they did not know that he was the representative of thirty-two American concerns until he so informed them; that they understood thoroughly that the work he engaged them to perform was not to be done in England, but in the United States. They testified that at the time of their employment by Mr. Mart they did not know there was a strike or lockout among the tile setters in New York City, and that they had not ascertained that a dispute was in progress until after they had begun work. Alien Johnson, asked why he had lost his position, said: "I expect because the strike came to an end; that's all I can put it to." George Hill testified that the dismissals occurred after the dispute had ended.

An affidavit sworn to December 28, 1904, by Thomas J. Murphy, business agent of the Mosaic and Encaustic Tile Layers' Union No. 30, was placed in evidence. Deponent stated that the lockout in his trade was continuous from August 8, 1904, until December 13, 1904; that during this time none of the members of the union he represented were employed by any of the firms comprising the Tile, Grate and Mantel Association; that to his personal knowledge the E. Bradley Currier Company, Alexander & Reid Company, the W. H. Jackson Company, Mart & Lawton, J. L. Mott and Traitel Bros. & Co. are members of that association of employers; that to the best of his information and belief A. T. Mart went to England either in October or November, 1904, for the purpose of securing workmen for the various members of the employers' association to replace the men of the tile layers' union who were then locked out; that to his personal knowledge within that year there had been at all times in the United States more than sufficient unemployed tile setters to supply all demands.

At the conclusion of the hearing the Board of Inquiry presented the following finding:

"From the above evidence and information the board is of the opinion that George Hill, William Angle, Charles Lewis, Henry Johnson and Edwin

John Wright are aliens and citizens of Great Britain; that they last came from the port of Liverpool, England, and entered the United States at the port of New York within one year from the date of this hearing, to wit: November 26, 1904; that their entry was in violation of the Alien Contract Labor Law for the following reasons:

"That they were engaged to perform labor in the United States by A. T. Mart, of the firm of Mart & Lawton, doing business at No. 1123 Broadway, New York City; the said Mart & Lawton were, and are members of the Tile, Grate and Mantel Association of the City of New York and vicinity; that pursuant to an advertisement in the *Staffordshire Daily Sentinel* they applied to A. T. Mart, at the Wheat Sheaf Hotel, Stoke-on-Trent, Staffordshire, England, and were by him employed as tile setters at the rate of \$5 per day for eight hours work, to be performed in New York and vicinity; that said Mart, as representative of thirty-two American tile firms, engaged them and sent them to Peter Fox, the foreman of the Mosaic Works of Minton & Hollins Company, in England, who would furnish them with transportation to the United States in accordance to an agreement previously made by A. T. Mart, and said Mart gave them instructions how to evade the provisions of the immigration laws of the United States, and addresses to whom to apply after their arrival in this country; that the said aliens, on application to the persons to whom they were directed, were assigned to employment at their trade.

"It has not been shown before this board that labor of like kind unemployed could not have been secured in the United States at that time.

"We, therefore, recommend that these aliens, viz: George Hill, William Angle, Charles Lewis, Henry Johnson and Edwin John Wright, be deported to the country from whence they came at the expense of the White Star Steamship Company."

As a result of the investigation by the Board of Inquiry, Immigration Inspector C. O'C. Cowley was on March 7, 1905, detailed to the office of Henry L. Burnett, United States Attorney for the Southern District of New York, for the purpose of assisting him in securing additional evidence against Arthur T. Mart and others for violating the alien contract labor law. The inspector submitted his report on the subject to Commissioner of Immigration Robert Watchorn on March 16th. Regarding the causes leading up to and the method of the importation Inspector Cowley declared:

"On August 8, 1904, an association of employees by name the Mosaic and Encaustic Tile Layers and Helpers of New York and Vicinity was locked out by an organization of employers known as the Tile, Grate and Mantel Association of New York, incorporated under the laws of the State of New York, July 10, 1897. Thereafter the employees, or union men, were refused permission to work on the contracts of firms represented in the employers' association; nor could independent or speculative dealers not under the control of the association purchase tile controlled by it, thus the more firmly establishing an effective lockout against the employees throughout the trade.  
\* \* \* At any rate, the American workmen employed on the New York

Subway and other work controlled by the association were thrown upon their own resources on August 8th last, and the association, assembled in meeting later, discussed ways and means of filling their places with Europeans."

The inspector stated that he was informed by a member of the association who was present at the meeting that a resolution was passed unanimously directing the secretary, C. E. Lawton, to advertise abroad for tile layers, and that through the Morse Advertising Agency at 38 Park Row, New York, such advertisements were inserted in these foreign newspapers in October, 1904: In England—The Staffordshire *Sentinel*, Stafford-on-Avon *Herald*, Birmingham *Mail*, Liverpool *Mercury*, London *Chronicle* and London *Leader*. In Scotland—The Glasgow *Herald*. In Wales—The Ruabon *Herald*. In Germany—The Merzig *Volks-Zeitung*. Inspector Cowley continued:

"Imported workmen, however skilled abroad, are not always accustomed to the tools used and practices followed in American workshops, and the employer, when that fact was made patent to him, has no other course to pursue as a strict business proposition than to abandon them, and thus suddenly pauperized in a strange land, the charity of the citizens failing them, they fall back on the Government for shelter and transportation to their homes beyond the sea. Such a condition confronted the four men now in custody at Ellis Island—Charles Lewis, William Angle, Henry Johnson, Edwin John Wright—on Christmas eve last, after being indefinitely 'laid off' or discharged by the association firms, a countryman, A. Fawcett, sheltering and feeding them from what little money could be gathered together by the locked-out workmen whose places they came to this country to take. Another alien member of the party, George Hill, suffered a decline in health, doubtless as many such strangers do from disappointment and exposure and starvation, and the Government has been compelled to return him to his home in England, so that it is compelled to rely to a great extent on the testimony of the four men, before mentioned, detained at Ellis Island, as to the importation of two others, Samuel Whittingham and Frederick Metcalf, who it is believed departed for their homes abroad before the Government learned of their cases. Many others have doubtless been removed from the country by interested parties, directly or indirectly, since the arrest of the four men now in custody. These aliens swear that Mr. Mart informed them in England that he was authorized to employ fifty men."

After discussing the personnel of the executive board of the employers' association, which transacted most of the latter's business—"controlling the conduct and records of the association apparently," to quote the inspector's own words, "and whose assembling together in executive conclave seems to have for one of its objects a conspiracy against the laws of the United States," the immigration official proceeds:

"We pick up the thread again where Secretary Lawton of the Tile, Grate and Mantel Association left it at the Morse agency in New York on October

6th last, in the shape of the following advertisement to be placed in newspapers abroad,—

"Tile masons (competent) wanted; \$5 per day; 8 hours. Apply Tile, Grate and Mantel Association, 1123 Broadway, New York, U. S. A.,—

"and we find this advertisement in the Staffordshire (England) *Sentinel* on the 10th, 12th, 13th and 14th of October. Replies are received in the course of the mail by Mr. Lawton in New York, and his partner, Mr. Mart, also a member of the association, departs for England on the 29th of the same month. The following copies of postals and letter, the originals being in the handwriting of Mart, indicate clearly that he combined business with his 'pleasure trip' (sic):

[POSTAL CARDS.]

"Mr. E. Wright, 92 Richmond St., Stoke-on-Trent:

"Wheat Sheaf Hotel, Stoke-on-Trent, Nov. 9, 1904.

"Please call and see me between 6 and 7 any evening until Friday night regarding your letter for position as tile fixer for New York, U. S. A. Respectfully,

"A. T. MART."

"Mr. S. Whittingham, care H. R. Johnson Bro., Tile Works, Cobridge:

"Wheat Sheaf Hotel, Stoke-on-Trent, Nov. 9, 1904.

"Please call and see me regarding your letter to New York, U. S. A. Can see you any evening until Friday between 6 and 7 o'clock. Respectfully,

"A. T. MART."

[LETTER, NO DATE.]

"Wheat Sheaf Hotel, Stoke-on-Trent.

"Mr. Metcalf:

"I should be pleased if you could sail on SS. Baltic with Mr. Whittingham on Wednesday.

"A. T. MART."

"The alien Wright, and the others mentioned, responded to Mart's communications, and he informed them that he represented thirty-two American masters (or firms) and that he wanted fifty tile masons. \* \* They arrived at the port of New York on November 26th with a fictitious address (copy: '347 West 26th street') furnished them by Mart to deceive the Government on inspection, and also the address of President Lantry of the association ('W. H. Jackson & Co., 29 East 17th street, Broadway to 17th street; ask for Mr. Lantry'), and these aliens were then distributed by Lantry among the firms of the Big Four—the William H. Jackson Company, Mart & Lawton, the Alexander & Reid Company and Traitel Bros. & Co., and also with the J. L. Mott Iron Works and the E. Bradley Currier Company, represented in the executive board. About two weeks afterwards these same aliens were found destitute in New York, suffering from hunger and cold, the association having already repudiated their oral agreements and discharged them."

In a supplemental report to the Commissioner of Immigration on March 24, 1905, Inspector Cowley imparted this information:

"I have received reliable information, the source of which I cannot disclose, that a cablegram was sent by Mart in Stoke-on-Trent on November 9th last, via the Western Union Telegraph Company, addressed to 'Mart' (cable address), New York, and in answer to the direct question, 'Does it relate to letters of credit to be applied to the purchase of goods, or does it refer to an importation of men?' I was informed that it did not refer to 'goods,' with a broad intimation that my suspicions were well founded that it related to men.

"General Attorney Fearons, of the Western Union Telegraph Company, in deference to the request of the United States attorney conveyed through

me, has agreed to produce on subpoena, all cablegrams passing between Mart and Lawton in November, but refuses to allow me to examine the message in question, and the position he takes in that respect is of course quite correct. With a view to securing the cablegram in question, and the reply thereto, other means failing, my affidavit, based upon information and belief, is attached hereto. The procurement of this cablegram at an early date would open up the channels for further investigation.

"A memorandum, in the handwriting of President Lantry of the association, which I have handed to the district attorney, and of which the following is a copy, was handed the aliens Angle and Wright by Mr. Lantry, with directions to call upon his foreman McDonald at his factory for employment: 'Mr. McDonald, 229 West 28th street, 7:30.'

"The following aliens were also imported by the Tile, Grate and Mantel Association from Stoke-on-Trent. It is believed they traveled on the White Star Line the latter part of November, and it is requested that you cause verifications of their landing to be forwarded to the district attorney: Henry J. Coxan, William Nicholas and Frederick J. Arnold. The two first named have since returned to England. Arnold is believed to be residing somewhere in Trenton, N. J."

With the foregoing evidence in his possession United States Attorney Burnett late in September, 1905, under the provision of the statute making it a misdemeanor to import foreign workmen under contract, instituted proceedings against these members of the Tile, Grate and Mantel Association: Joseph W. Lantry of the William H. Jackson Company; Arthur T. Mart and Charles E. Lawton, of Mart & Lawton; Elmer Alexander, of the Alexander & Reid Company; Bernard Traitel, of Traitel Bros. & Co.; Edwin B. Currier, of the E. Bradley Currier Company; Charles Sirrine, of the Alfred Booth Company; Julius Schloss, of Adolph Grant & Co.; Charles E. Ensign, Charles Bosworth, and Charles J. Bogert, most of whom constituted the executive committee of the employers' association. Then on November 13, 1905, suit was commenced in the United States Circuit Court in the Southern District of New York, against the Tile, Grate and Mantel Association for a judgment of \$10,000—\$1,000 for each importation—with costs, the defendant being summoned to answer the complaint in the ten causes of action within twenty days. In his complaint United States Attorney Burnett alleged on information and belief that the Tile, Grate and Mantel Association "was and now is a corporation organized and existing under the laws of the State of New York;" that prior to November 9, 1904, the persons who were brought to this country under contract were not citizens nor residents of the United States but were aliens and foreigners—subjects and citizens of the Kingdom of Great Britain and Ireland; that "on or about the 9th day of

November, 1904, at Stoke-on-Trent, in the Kingdom of Great Britain and Ireland, the defendant by its agents and attorneys in fact, made and entered into a contract for a valuable consideration" with the aliens in question, under and by the terms of which they were "to migrate to the United States and to enter into the service of the defendant as tile setters;" that they thus migrated "by the assistance, encouragement and by prepayment by the defendant" to them of the cost of their transportation and by a promise in words to pay each of them the sum of \$5 per day for labor and services as tile setters, and by the further promise of employment "through advertisements printed and published by said defendant in a foreign country to wit, England, to wit, the Staffordshire *Sentinel*, to wit, October 10, 1904;" that by reason of the premises they entered "into the service of the defendant under the inducements above stated, and at the solicitation of the defendant in the performance of said contract or agreement above named;" that the ten aliens were not skilled laborers "of a kind which could then at the time of said migration and cannot now be found unemployed in the United States," nor was any one of them "at any time before or since a professional actor, artist, lecturer, singer, minister of any religious denomination, professor for colleges or seminaries, or a person belonging to any recognized learned profession, nor was he employed strictly as a personal or domestic servant by said defendant; that the said defendant at the time and times above set forth, to wit, on or about the 9th day of November, 1904, unlawfully and contrary to the provisions of an act of Congress, approved March 3, 1903, entitled 'An act to regulate the immigration of aliens into the United States,' assisted, encouraged and solicited as aforesaid the importation or migration" of these foreigners, "whereby by force of the provisions of the aforesaid act of Congress, said defendant became and is liable to the plaintiff in the sum of \$1,000" and interest for each of the ten cases mentioned, together with the costs and disbursements of the action.

The defendant association immediately filed an answer to the complaint. It admitted the first allegation in each cause of action, that it was incorporated under the laws of the State of New York and had a place of business in New York City, but it denied knowledge or information as to the allegation that the men named in the complaint were not citizens nor residents of the United States who were skilled laborers of a kind that could not be found unemployed here, and that they were not connected with the professions specified in the immigration act. The de-

fendant denied each and every other allegation of the plaintiff and demanded judgment that the complaint be dismissed with costs. However, before United States Circuit Judge E. Henry Lacombe on November 14th the Tile, Grate and Mantel Association averred to allow judgment to be taken against it by the plaintiff for the sum of \$4,000 and costs. As there were only four alien witnesses within the jurisdiction of the court the United States attorney favored the compromise. In his petition asking the consent of the court to the proposition the district attorney represented that if a trial took place in the cause the Government would introduce evidence tending to prove that the defendant advertised for tile setters in a foreign newspaper, "but whether or not any aliens came to the United States in consequence of any such advertisements," he said, "cannot be proved conclusively. The aliens, who are interested witnesses, will say that they did come to the United States in consequence of said advertisements, but the Government will be met with the doubt that would be cast upon such testimony, from the fact that the newspaper in which the advertisements appeared was not printed at Stoke-on-Trent, the residence of the aliens. At trial the testimony in proof of a contract entered into at Stoke-on-Trent between the defendant and the aliens would consist of statements of the aliens corroborated by certain circumstances, but the Government would have no direct, incontrovertible evidence of such contract except the statements of the aliens themselves, who are more or less interested witnesses. Such testimony in the opinion of your petitioner would not be altogether convincing. That the defendant by an offer of judgment filed herein offer a judgment of \$4,000 and costs in compromise of the entire cause of action set out in the complaint filed in the above-stated cause. That the said offer to compromise has been carefully considered by your petitioner and by Assistant Attorney General Robb, both in Washington and New York, and the offer has met with the full approval of the said Assistant Attorney General Robb on behalf of the Department of Justice and is deemed by both him and your petitioner to be for the best interests of the United States. Wherefore, because of the premises, your petitioner prays the consent of the court to accept the said judgment in compromise of the above-stated suit."

Thereupon the court ordered as follows:

"And now, to wit: this 14th day of November, A. D., 1905, the foregoing petition having been read and considered, for the reasons therein set forth, the consent of the court is hereby given to the acceptance of a judgment of



\$4,000 and costs for the causes of action set forth in the complaint filed in the above-stated cause, and the foregoing petition, together with the order, shall be entered of record therefor."

The costs in the action were taxed at the sum of \$9.57.

#### EMPLOYING TILE SETTERS CHARGED WITH CONSPIRACY.

Before Magistrate Alfred E. Ommen, in the seventh district court, first division, Manhattan Borough, John Doe inquiry proceedings were begun on April 19, 1905, in the matter of Edwin J. Lyons, who had applied for a warrant for the arrest of A. T. Mart and Charles E. Lawton, employers of tile setters, charging them, as parties with others in a combination, with the crime of conspiracy under Section 168, subdivision 5, of the Penal Code, in that they had prevented him from carrying on his lawful trade of tile layer.

It appears that on March 14, 1905, Charles E. Lawton, as secretary of the Tile, Grate and Mantel Association, sent a letter to all members of that organization of employers, notifying them that,—

"Charles Roberts, Ed. Lyons, George Archibald, William Butcher and Frank Kinsella struck the job of Mart & Lawton and E. Bradley Currier Company at the Farley houses in East 50th and 52d streets on Monday, March 13, 1905. This is a violation of the plan of arbitration. If any of these men apply to you for work please return any of the first four to Mart & Lawton, and Frank Kinsella to E. Bradley Currier Company as soon as they apply."

The Hexagon Labor Club of Tile Layers' Helpers, which was Local No. 29 of the union of international tile workers, had a grievance against the jobs in question owing, it reported, to the employment of non-members at less than that union's wage rate of \$3 per day of eight hours. The complainant Lyons, who was a member not only of Mosaic and Encaustic Tile Layers' Union No. 30, but also of The Empire Tile Setters' Union, and who had quit work on one of the buildings involved in the controversy, testified that he had been in the employ of Mart & Lawton up to March 13th, on which date he left their employ, going to work for Tuscany & Co. on March 27th and remaining with that concern until April 4th, when Dennis J. Kearns, the superintendent for the firm, informed him that he would have to return to Mart & Lawton "or I would not be able to continue working for him any longer until I got my discharge from Mart & Lawton." He was then laid off, and when he applied for reinstatement he was again told he could not return until he got his discharge. "Mr. Kearns said to me," continued the witness: "'Go up and see

Mart & Lawton and get your discharge and you can come back here and work, if you only work for them an hour, and then I will hire you.' I went up and saw Mart & Lawton, and they told me, 'no,' that they would not give me my discharge. I said to Mr. Mart: 'I have come over here to go to work.' He said: 'I have nothing for you to do until the Farley job is finished.' I said: 'Will you give me my discharge?' He said: 'No.' I said: 'Will you pay me for the time I am waiting?' He said: 'No.' That ended that interview." Witness testified that he went back to work for Tuscany & Co. on the day that he served subpoenas upon Messrs. Mart and Lawton. Mr. Kearns told me, Mr. Lyons stated, "that he was liable to forfeit his bond to the Tile, Grate and Mantel Association if he hired me." Others who went with him to Tuscany & Co. and applied for work were Butcher, Roberts and a tile layer's helper named Brady.

At this juncture the Court remarked:

"We are not trying Mart and Lawton now. We are simply getting information to determine whether there is sufficient information upon which to form a complaint—all we want to find out now is whether there is sufficient information to predicate the charge of conspiracy. It is simply a John Doe proceeding."

On cross-examination the complainant testified that on Monday, March 13th, he went to the job at East 50th street, but did not go to work. "Mr. Mart went to the job on that day with his foreman," said the witness. "Mart said: 'What trouble is this, Lyons? Is it a fight of Locals 30 and 29?' I said: 'I think it is.' He said: 'This thing has got to be settled some way, and the sooner it's settled the better.' 'Well,' I said, 'I would like to see it finished; it can't come too soon for me.'" He stated that the delegate of Union No. 29 had put in a grievance against the job, but he did not quit by reason of that grievance. He left the building accompanied by Butcher, who had worked on the 52d street job. Butcher stated to witness that there was "trouble on around there—a strike on that job." On April 4th, with Butcher and Roberts, he went to Mart & Lawton and spoke to Mr. Mart. Again on April 7th, accompanied by Brady and Roberts, he called on the firm and asked for a situation, when he was told he could go back to work on the Farley houses, but he refused to do so on account of the grievance there. "I saw the firm again on the 8th," testified the complainant, "and asked Mr. Lawton for my discharge. He said: 'I have nothing to do for you.' I did not on that day ask him for a job. He told

me that I had signed the plan of arbitration and I would have to work for him or I could not work for any one else. I told him I did not think I would do him justice if I worked for him, and he turned around to Mr. Mart and said: 'Don't you think, Mart, that these men would do all right if they went back to work?' And Mart said: 'I think they are too honorable to do anything like that if they did go to work.' I claimed that I would not do justice to them anyhow if I ever went to work for them again, because I would not be satisfied and they would not."

By Mr. Pressinger, counsel for the employers: "Don't you know that the plan of arbitration contains a provision to the effect that before any man shall strike a job his grievance shall be submitted to arbitration?" A. "Well, I did not strike the job."

Q. "Did you give Mart & Lawton any intimation before you stopped work on March 13th that you intended to stop work?" A. "No."

Witness said he never had any grievance against Mart & Lawton. He applied to Tuscany & Co. for re-employment some time during the week preceding this hearing and resumed work on April 14th.

John J. Brady, a tile layers' helper, testified that he had been working for Mart & Lawton for two years. "I had worked on the Farley job previous to March," said the witness, "and about the latter part of February I was on a residence in Morristown, N. J. I came in with the tile layer I was helping on March 19th. Saw Mr. Lawton. He sent us to the Farley job. When we got there the delegate from my organization told me there was a strike on the job and I refused to go to work. From the 19th of March until the 27th I had not done any work. Mr. Lyons got a job with Tuscany, and I worked for J. A. Tuscany & Co. until March 30th. At that time I told Mr. Kearns that I would not start to work until Mr. Roberts started the following Tuesday or Wednesday in order to give Mr. Lyons's helper a chance to go to work. He had been blacklisted and had been walking the streets. I went down on April 4th to the school at Mott street between Spring and Prince streets. I met Mr. Roberts there. He was down to see Mr. Lyons about starting the following Wednesday morning. Butcher and Lyons were already working. Lyons told me he had been ordered to go up and see Mart & Lawton and either get work there or get his release. The four of us went there and met Mr. Mart coming out of the office. We had elected Mr. Lyons our spokesman, and he said: 'Mr. Mart, I would like to see you.' Mr. Mart said: 'Only a minute.' Mr. Lyons said: 'A

minute will do me.' Mr. Lawton was seated in his office. Mr. Mart walked over to his desk and put his back to it, and Mr. Lyons asked three questions. His first question was: 'We have come to get our release.' Mr. Lawton said: 'We can't give you a release until the Farley job is finished.' Mr. Lyons said: 'Have you any work for us?' Mr. Lawton said: 'No.' Mr. Lyons then asked: 'Will you pay our waiting time?' Mr. Lawton said: 'No.' Mr. Lyons said: 'That will do. Good night.' We left the office. We had not done anything since then until last Friday. Last Thursday we had the case before your Honor inside here in the court and I believe the embargo was lifted from every blacklisted man the following morning. They were all allowed to go to work." Witness said he was forced to sign the arbitration plan before he could go to work. He stated that he was also compelled to join a new organization chartered by the State of New York. "And just as soon as we joined this new organization," he testified, "and wanted to conduct our business ourselves the employers threw it over and organized a third one." When the witness reiterated that he had not voluntarily joined in the agreement or arbitration the magistrate declared:

"That would make it void, would it not, as a matter of law? I am perfectly satisfied in my mind that that is duress, if it is true. If these men had to do something or starve, the agreement is void. There is no doubt about that as a matter of law, because the law is perfectly clear that when a man enters into an agreement he must give his entire assent; it must be entirely voluntary. You cannot say to a man: 'Here, you either sign this agreement or starve, or you don't get a job,' and then make it a proper agreement. You cannot do that."

Dennis J. Kearns testified that he was a tile boss—a partner in the firm of Tuscany & Co. "I hired Lyons," he said, "and I heard he had struck a job of Mart & Lawton, so I told him he had better go back to Mart & Lawton and apply for work. Mr. Lawton called me on the 'phone and told me these men struck his job, and so on. Pursuant to that I discharged them. You see, mine is a peculiar position, your Honor. I was with the firm of Tuscany Brothers as general superintendent, and I made a change, and then this business was given to me. Of course, their bond had been filed previous to my entering that concern. There is a bond of \$500, I believe, that the employers will live up to the plan of arbitration."

Q. "Why did you discharge these men?" A. "Because I heard they had struck Mart & Lawton's job and I told them to return to Mart & Lawton. They said they did not feel like applying for work to a man they did not

think they could do justice to. One said: 'If I go back to Mart & Lawton and you have something to do, will you give me a job?' I said: 'Yes; I would be glad to have you any time.' They said they applied to Mart & Lawton and they would not give them a job. They asked me to give them work, and I told them I had nothing to do at that time. I subsequently employed them because I saw fit to employ them—that is all."

Mr. Kearns, continuing, stated that he had met Mr. Lawton by appointment. "We talked about the case and he asked me if I had Lyons in my employ. I told him I did. 'Well,' he said, 'how is he doing for you?' I said he seemed to be a very good mechanic. He asked me how I came to put Lyons to work. 'You know he is a striker,' Mr. Lawton said. 'Well,' I said 'I will use my own judgment about that.'"

By the Court: "Is there any agreement among the employers regarding the hiring of labor?" A. "Well, the only agreement is that we will agree to recognize a certain union, to give them employment. That union is the Empire Tile Setters No. 1—the State union. I discharged them because it seems to me that to protect our industry and our interests I do not see why we ought to hire strikers—there is no obligation on my part at all."

The Court: "Why did you put them back to work if you were so strong in your feelings that they were strikers?" A. "I felt that by going over and asking for employment at Mart & Lawton's, and they said they had nothing to do for them—I felt I was vindicated; that I could use my judgment about them. The men were good men. Good men are hard to get, and I thought I would employ them."

Regarding the letter that was issued by Mr. Lawton, as secretary of the Tile, Grate and Mantel Association, requiring that the men be returned to Mart & Lawton and E. Bradley Currier Company, Mr. Kearns swore that he had not received a copy, but he had heard that it had been sent out.

The matter was then adjourned without date. Shortly afterward the term of Magistrate Ommen expired and there was not any disposition made of the case in a magistrate's court. Finally, it was brought to the attention of District Attorney William Travers Jerome, who during an address delivered before the Associated Building Trades on October 14, 1905, was interrogated as to the reason the matter was held in abeyance in his office; to which the district attorney made reply that the question involved was then before the Appellate Division of the Supreme Court in another case (that of Hymen Sheinbaum vs. the H. Marcus Skirt Company, reference to which has been previously made in these pages) and that his action would have to be governed by the decision in that case.

## CARPENTERS ACCUSE EMPLOYERS OF COERCION.

On November 23, 1904, the United Brotherhood of Carpenters and Joiners, through its counsel, Charles M. Beattie, procured from Magistrate Joseph F. Moss, of Manhattan Borough, summonses for Bond Thomas, secretary, Emil Baumgarten, J. Alexander Hayden, Albert L. Woarms, and W. P. Stymus, Jr., members of the executive committee of the Association of Interior Decorators and Cabinet Makers (employers), requiring their presence in court to answer charges of coercion and attempted coercion under Section 171a of the Penal Code, which provides that "any person or persons, employer or employers of labor, and any person or persons of any corporation or corporations, on behalf of such corporation or corporations, who shall hereafter coerce or compel any person or persons, employee or employees, laborer or mechanic, to enter into an agreement, either written or verbal, from such person or persons, employee, laborer or mechanic, not to join or become a member of any labor organization, as a condition of such person or persons securing employment, or continuing in the employment of any such person or persons, employer or employers, corporation or corporations, shall be deemed guilty of a misdemeanor."

The charge of actual coercion was based on the complaint of Henry Hauschild, David Zaisel and William Noreyko, members of the Brotherhood, who had procured employment from firms affiliated with the defendant association, conditioned upon the severance of their connection with the Brotherhood and joining the Greater New York Cabinetmakers' Union, created with the sanction of the Board of Governors of the Building Trades Employers' Association, which on September 14, 1904, passed a resolution to the effect that the Brotherhood had violated the arbitration agreement, and for that reason it would no longer be recognized, it being directed that Brotherhood men must not be given work by members of the employers' association unless they at once joined the new union.

George J. Bohnen, of the complainant union, in an affidavit, swore that on or about November 7, 1904, the defendants committed the offense of attempted coercion when they sent and delivered to George Schaettler, a member of their organization, the following order, which, had he not refused to put it into effect, would have caused the discharge of George Hoffman, George Kupferschmidt and Isaac Frankvaritz, who were then carpenters in

his employ, if they did not sever and cease their membership in the Brotherhood as a condition of continuing their employment:

"Please take notice that pursuant to a resolution adopted at a meeting of the executive committee of the Association of Interior Decorators and Cabinet Makers, held November 7, 1904, and approved at a meeting of the members of said association held on that day, you are hereby directed that before 6 o'clock in the evening of the 10th day of November, 1904, you discharge or cause to be discharged all members of the Brotherhood of Carpenters employed by you or by the person, persons, copartnership, corporation or estate, conducting business under the name and style of 'F. Schaettler' or 'F. Schaettler & Co.' who have not then joined the Greater New York Carpenters' Union or the Greater New York Cabinetmakers' Union and signed the arbitration plan heretofore agreed upon between the Board of Governors of the Building Trades Employers' Association and the representatives of various labor unions, that you do not re-employ or permit the re-employment of any such member or members of said Brotherhood until the further order of this association in the premises; or that in the event of your failure to comply with the foregoing provisions of this notice you show cause before the executive committee of the association on November 11, 1904, P. M., why you should not be fined or otherwise disciplined or censured for such failure.

(Signed)

"BOND THOMAS,  
"Secretary."

It was furthermore charged that the defendants attempted to coerce Joseph Pech and John Fraas, who complained that they had applied for work at the labor bureau in the control of the defendants on November 15, 1904, and were told that they would have to leave the Brotherhood and join the Greater New York Cabinetmakers' Union if they desired to obtain employment.

Evidence in the case was submitted to Magistrate Moss as he moved from court to court, until finally, on April 19, 1905, it was decided to release all the defendant directors of the employers' association with the exception of Bond Thomas, the secretary, who was held in \$50 bail to await trial by the Court of Special Sessions.

During the pendency of the case proceedings for coercion were brought under the same section of the Penal Code by one Hymen Sheinbaum against the H. Marcus Skirt Company of New York City. The defendant pleaded guilty in the Court of Special Sessions, but moved an arrest of judgment on the ground that the information did not state facts sufficient to constitute a crime, because the statute contravened the fourteenth amendment to the Federal Constitution and also the State Constitution in that it restrained the right to free contract. The motion was

denied, sentence was passed and the defendant appealed to the Appellate Division of the Supreme Court, in the first judicial department, which, on December 30, 1905, handed down a decision unanimously declaring the act unconstitutional, reversing the judgment of conviction, and ordering the discharge of the defendant.\* An appeal was taken to the Court of Appeals, and as a consequence the district attorney of New York County from time to time made application for an extension of time for making and filing an information in the Bond Thomas case, by reason of the fact that "there is grave question as to the constitutionality of the law under which this complaint is drawn."§

#### Associated Building Trades, an Outgrowth of the Dispute.

An outgrowth of the prolonged differences in the constructive industry is the Associated Building Trades of New York City and Vicinity, which was organized on November 4, 1904, superseding the Building Trades Alliance, the basis of representation in this new central body being five delegates for each trade, and it is "composed of mechanics, helpers and laborers actually engaged in the construction and erection of buildings, including foundations and excavations for the same or any part pertaining thereto, providing twenty per cent are actually engaged on buildings." The object of the association, as stated in the preamble to its constitution, "is to construct a central organization which shall conserve the interests of all labor organizations engaged in the erection or alteration of buildings; for the purpose of assisting each other when necessary, thereby removing all unjust and injurious competition, and to secure unity of action for their mutual protection and support." The association meets "on Saturday of each week at 8 P. M., if a quorum be present, and shall adjourn not later than 11 P. M., except otherwise ordered by a majority vote." A component part of the association is the Board of Business Representatives, "composed of the properly elected business representatives of the various trades represented in this body, who shall be subservient to this body." This board has its own president and vice-president, the secretary of the parent organiza-

\* See Department of Labor Bulletin for March, 1906, pp. 70-75.

§ These several motions for postponement were granted, until eventually, on May 25, 1906, while this report was in press, the court of last resort sustained the judgment of the court below, thus nullifying the provisions of Section 171a of the Penal Code. [See Department of Labor Bulletin for June, 1906, pp. 213-17.] Then on June 15, 1906, Assistant District Attorney George W. Whiteside went before Justice John B. McKean of the Court of Special Sessions and moved for the dismissal of the defendant Bond Thomas, because "the decision of the Court of Appeals renders further action in this case in the Court of Special Sessions useless and unnecessary." This motion was granted on June 18th.



tion acting in a like capacity for the board, of whose proceedings he keeps a record and reports "the same in full at each meeting of the body for their approval." The Board of Business Representatives convenes twice weekly "for the purpose of rendering all assistance necessary for the enforcement of the various trade rules of this body." The by-laws of the association provide that "agreements or demands for an advance in wages or an abridgment in the hours of labor shall be presented to this body in writing for their approval and indorsement;" that "any organization or delegates having a grievance shall present the same to the body in writing; no delegate shall sit in judgment on any committee affecting the trade to which he may belong;" that "it shall be the special duty of this body to use the united strength of all trades represented herein to compel all non-union men to conform to and obey the laws of the trade to which they should properly belong, and if necessary all affiliated trades shall, on a two-thirds vote of the representatives present, cease work; any trade refusing to comply shall be fined \$500;" that "members of a trade seceding from the parent organization and forming a separate organization shall not be recognized by this body;" and that "it shall be unlawful for members of one trade to do work pertaining to that of another without their consent."

Unions of 33 trades and occupations—Amalgamated Bluestone Cutters and Flaggers, Reliance Labor Club of Marble Cutters, Carvers and Setters, Compact Labor Club of Marble Cutters' Helpers, Whitestone Association of Marble Polishers, Rubbers and Sawyers, Journeymen Stone Cutters' Association, Salamander Association of Insulators and Asbestos Workers, Lumber, Timber and Trim Handlers' Union No. 10,072, A. F. of L., United Brotherhood and Amalgamated Society of Carpenters and Joiners, United Derrickmen, Riggers and Pointers' Association, Metropolitan Association of Double Drum Hoister Runners, United Cement Masons' Union, Cement and Asphalt Workers' Union No. 34 (laborers), International Brotherhood of Electrical Workers No. 3, House Shorers and Movers' Union No. 7,417, A. F. of L., Wood, Wire and Metal Lathers' Union No. 46 (metallic lathers), Journeymen Wood Lathers' Union of Manhattan and Bronx, National Alliance of Amalgamated Painters, Decorators and Paper Hangers, Operative and Ornamental Plasterers' International Union, Nos. 25 and 216, Plasterers' Laborers' Protective and Benevolent Association, Journeymen Plumbers and Gas Fitters' Union No. 2, Amalgamated Sheet Metal Workers'

International Alliance No. 11, Enterprise Association of Steam and Hot Water Fitters, Progress Association of Steam Fitters' Helpers, Tar, Felt and Waterproof Workers' Union, Mosaic and Encaustic Tile Layers' International Union No. 30, Hexagon Labor Club of Tile Layers' Helpers No. 29, District Lodge No. 15 of the International Association of Machinists, Wire Workers' Protective Union, Riggers' Protective Union No. 11,561, A. F. of L., Wood Carvers and Modelers' Association, Amalgamated Association of Eccentric and Standard Engineers No. 20 and United Portable and Safety Engineers No. 184—a number of which are parties to the General Arbitration Plan, were represented in the Associated Building Trades at its inception, but the delegates from several of the above unions were afterward withdrawn for a purpose herinafter described. The secretary of the association is a salaried official and he is in charge of permanent headquarters at 147 East 53d street, Manhattan Borough.

#### FORMATION OF OTHER CENTRAL BODIES IN THE BUILDING INDUSTRY.

Presently the rival unions that had been organized at the behest of the associated employers evinced a desire to form a central association for mutual protection through the maintenance of the General Arbitration Plan. The new organizations that took part in promoting the project were the Journeymen Stone Cutters' Society, New York Electrical Workers' Union, Modelers and Sculptors' Guild of America, Journeymen Plasterers' Society, Ornamental Plasterers' Society, Plasterers' Helpers' Society, United Association of Journeymen Plumbers and Gas Fitters No. 480, and Empire Tile Setters' Union. They united on April 28, 1905, with seven older trade unions—Bricklayers and Masons' International Union No. 84 (stone setters and stone masons), Heat and Cold Insulators' Union (asbestos workers), United Brotherhood and Amalgamated Society of Carpenters and Joiners, Brotherhood of Painters, Decorators and Paper Hangers, Amalgamated Sheet Metal Workers' International Alliance No. 11, Slate and Tile Roofers' Union No. 4, Marble Mosaic and Enamel Workers' Association, and Amalgamated Wood Workers' Association—in forming the Allied Building Trades Council of Greater New York. Its chief aim is "to maintain the General Arbitration Plan, to settle all difficulties between employer and employee, to procure employment for members of unions herein represented in preference to all others, and to cultivate friendship among members of various labor unions of Greater New

York employed on buildings or in shops." A meeting is held on Saturday of each week. No organization is eligible to representation unless it has signed the arbitration plan. An integral part of the association is the Board of Business Agents, which also assembles weekly to transact business in the interest of and subject to the rules of the unions represented. The membership of the Council is composed of five delegates from each organization. These consist of two officers, two delegates to the General Arbitration Board and one business agent.

A third central body was organized on August 20, 1905. Its title is the United Board of Business Agents of New York and Vicinity, but it is ordinarily known as "the Bowery Board," because it was formed and assembled for several months in the hall at No. 359 Bowery. The United Brotherhood and Amalgamated Society of Carpenters and Joiners, which withdrew from the Associated Building Trades on June 3, 1905, with the Reliance Labor Club of Marble Cutters, Carvers and Setters, United Cement Masons' Union, Cement and Asphalt Workers' Union No. 34 (laborers), Wood, Wire and Metal Lathers' Union No. 46 (metallic lathers), Amalgamated Sheet Metal Workers' International Alliance No. 11, Progress Association of Steam Fitters' Helpers, Tar, Felt and Waterproof Workers' Union, Wood Carvers and Modelers' Association (these latter unions having subsequent to August 20th ceased their affiliation with the Associated Board), Amalgamated Bluestone Cutters and Flaggers, Whitestone Association of Marble Polishers, Rubbers and Sawyers, and Journeymen Wood Lathers' Union of Manhattan and Bronx (these three unions having retained their membership in the Associated Board) combined in the creation of the new organization with Elevator Constructors and Millwrights' Union No. 1, United Housesmiths and Bridgemen, Marble Mosaic and Enamel Workers' Association, Coppersmiths' Union, and United Portable Engineers No. 296 of the International Steam Engineers,—all being connected with the General Arbitration Plan. The purpose of the Board is "to aid by mutual support each of the organizations represented in this body and to endeavor by every lawful means to perfect the organizations in the building trades and improve the condition of their members." Two duly elected business agents from each union comprise the membership, and weekly meetings are held on Wednesday. The by-laws provide that all grievances shall be properly investigated before action is taken, and that a strike can not be ordered against a member of the Building Trades Em-

ployers' Association without first notifying the secretary of the General Arbitration Board. Other rules are: (1) "Any organization represented in this body desiring the assistance of the Board to enforce any general demand for an increase of wages, a reduction of hours of labor, or better trade conditions, shall submit their demands in writing one month previously, together with the conditions they are working under at the time the demand is made." (2) "Any two organizations represented in this body having grievances with each other shall submit the question in dispute to the General Arbitration Board." (3) "Any organization connected with this Board in whose interest a strike has been ordered shall not be required to pay strike money to any members of other organizations who have been taken out to assist them." (4) "No strike can be settled without the concurrence of the delegates entering the grievance."

#### EFFORTS TO UNIFY CONFLICTING INTERESTS.

In the summer of 1905 the Associated Building Trades inaugurated a movement to restore harmony among the different unions that were then in conflict. At a regular session on July 22d the delegates unanimously passed a motion requiring the appointment of a "committee of ten to visit the building trades unions in the city" with the object of unifying the various conflicting interests. Five of these committeemen represented unions that had signed the General Arbitration Plan, while the other five belonged to organizations whose members were involved in the lockout. Progress was reported by the committee at several meetings and on August 12th it was resolved "that a convention be called for the third Saturday in the month of September, to convene at 2:30 o'clock P. M." At the meeting on August 26th a request of the committee that an invitation also be extended to all central bodies in the building trades to have a representation of three at the convention was complied with. On September 2d a motion was carried "that no delegate antagonistic to any trade be permitted to a seat in the convention."

The convention assembled on September 16th, but did not transact any business of moment. It listened to a brief report from the visiting committee, which stated that the response to its efforts—

"has been gratifying, and the Associated Building Trades in calling this convention did so with the firm belief that there must be a remedy for the present conditions existing between organized labor. It does not seem from

observations taken that it is a contest between labor and capital, but from all indications labor is assisting capital to defeat labor, and as component parts of the various central bodies invited here to-day to talk it over and suggest some ways and means to perfect fraternal unity among the rank and file the following subjects are suggested for consideration:

- " 1. The causes of the division in labor.
- " 2. The failure of legitimate unions to obtain recognition.
- " 3. What solution can be offered to solidify the movement of to-day?
- " 4. The advisability of trade agreements expiring at the end of the year.
- " 5. The interchange of recognition of central bodies.
- " 6. Would it be advisable for all central bodies in the building trades to meet in annual session?"

After the appointment of a committee on resolutions an adjournment was taken until September 23d, on which date 193 delegates from the following associations convened: Board of Business Representatives of the Associated Building Trades, Bronx Board of Building Trades Business Representatives, Brooklyn Board of Delegates of the Building Trades, Queens and Nassau Board of Business Representatives, Staten Island Board of Business Representatives, United Building Trades Council of Hudson County, N. J., Building Trades Section of the Central Federated Union, District Council of the United Brotherhood and Amalgamated Society of Carpenters and Joiners, Conference of Plasterers' Societies of New York City and Vicinity, District Council of Journeymen Plumbers and Gas Fitters, District Lodge No. 15 of the International Association of Machinists, Amalgamated Bluestone Cutters and Flaggers, New York Branch Granite Cutters' National Union, Compact Labor Club of Marble Cutters' Helpers, Whitestone Association of Marble Polishers, Rubbers and Sawyers, Journeymen Stone Cutters' Association, Salamander Association of Insulators and Asbestos Workers, Lumber, Timber and Trim Handlers' Union No. 10,072, A. F. of L., United Brotherhood of Carpenters and Joiners No. 482 of Jersey City, N. J., United Cement Masons' Union, Cement and Asphalt Workers' Union No. 34 (laborers), United Derrickmen, Riggers and Pointers' Association, Metropolitan Association of Double Drum Hoister Runners, International Brotherhood of Electrical Workers No. 3, House Shorers and Movers' Union No. 7,417, A. F. of L., Wood, Wire and Metal Lathers' Union No. 46 (metallic lathers), Journeymen Wood Lathers' Union of Manhattan and Bronx, National Alliance of Amalgamated Painters, Decorators and Paper Hangers, Operative and Ornamental Plasterers' International Union, Nos. 25 and 216, Plas-

terers' Laborers' Protective and Benevolent Association, Journey-men Plumbers and Gas Fitters' Union No. 1 of Brooklyn, Amalgamated Sheet Metal Workers' International Alliance No. 11, Enterprise Association of Steam and Hot Water Fitters, Progress Association of Steam Fitters' Helpers, Ceramic, Mosaic and Encaustic Tile Layers' International Union No. 30, Ceramic, Mosaic and Encaustic Tile Layers' International Union No. 29 (helpers), Riggers' Protective Union No. 11,561, A. F. of L., Wire Workers' Protective Union, Upholsterers' International Union No. 44, Wood Carvers and Modelers' Association, Amalgamated Association of Eccentric and Standard Engineers No. 20, United Portable and Safety Engineers No. 184, and Eccentric Firemen's Union No. 56.

The committee on resolutions presented its report on the several propositions that were introduced at the first day's session of the convention. These were the conclusions of the committee:

"That inasmuch as 'the causes of the division in labor' are so many and varied it is useless to discuss the same.

"That 'the failure of legitimate unions to obtain recognition' is the natural outcome of existing conditions.

"As to 'what solution can be offered to solidify the labor movement of to-day,' inasmuch as the legitimate trades who are not working under the plan of arbitration cannot under the existing conditions effect an amalgamation with their dual organizations, this committee, after much discussion, adjourned without being able to devise any practical working solution as per subject 3."

Propositions 4, 5 and 6 were not considered by the committee.

After a lengthy debate these resolutions were adopted, 22 trades voting in favor and 2 against:

"*Resolved*, That the trades who are now working under the plan of arbitration notify the Building Trades Employers' Association that if they do not recognize the bona fide unions that are locked out on or before November 1, 1905, the trades who have signed the plan repudiate it; and be it further

"*Resolved*, That these resolutions be sent to the organizations who have signed the plan for a referendum vote."

The convention then adjourned without day.

Only six of the unions to which the resolutions were submitted ratified the action of the convention, but the other organizations that were requested to consider the matter declined to commit themselves. For several months no further effort was made at consolidation. In the meanwhile the United Board of Business Agents had passed its formative stage, and it was at this period that an opinion began to prevail among the representatives that

no just reason could be assigned for the existence of the two central bodies—the Board of Business Representatives of the Associated Building Trades and the United Board of Business Agents—and that the interests of craftsmen which they represented could be better conserved by their union. This sentiment was focused by the action of the United Board, which on December 21st addressed a communication to the Associated Building Trades seeking its consent to meet a committee from the United Board for the purpose of mapping out a plan for the amalgamation of the dual bodies. An affirmative reply was made on December 23d., and the outcome was the appointment of a committee by each side. This joint committee met in conference on January 4, 1906, and it was decided to call a convention of the legitimate building trades of New York City and vicinity to consummate the work of merging all in one representative body, representation in the convention to consist of ten delegates from each trade. A subcommittee was appointed to issue a call and make all arrangements for the convention.

At 3 o'clock P. M., on Saturday, February 10th, the peace convention was called to order at Brevoort Hall in East 54th street, Manhattan Borough. Thirty-one trades were represented by delegates from the following unions: Amalgamated Bluestone Cutters and Flaggers, New York Branch Granite Cutters' National Union, Reliance Labor Club of Marble Cutters, Carvers and Setters, Compact Labor Club of Marble Cutters' Helpers, Whitestone Association of Marble Polishers, Rubbers and Sawyers, Journeymen Stone Cutters' Association, Heat, Frost, General Insulators and Asbestos Workers of America No. 12, Executive Committee of Bricklayers' Unions of Greater New York, United Cement Masons' Union, Cement and Asphalt Workers' Union No. 34 (laborers), International Brotherhood of Electrical Workers No. 3, United Derrickmen, Riggers and Pointers' Association, Manhattan Association of Double Drum Hoister Runners, Elevator Constructors and Millwrights' Union No. 1, House Shorers and Movers' Union No. 7,417, A. F. of L., District Council of United Housesmiths and Bridgemen, Wood, Wire and Metal Lathers' Union No. 46 (metal lathers), Journeymen Wood Lathers' Union of Manhattan and Bronx, National Alliance of Amalgamated Painters, Decorators and Paper Hangers, Operative and Ornamental Plasterers' International Union, Nos. 25 and 216, Plasterers' Laborers' Protective and Benevolent Association, Amalgamated Sheet Metal Workers' International

Alliance No. 11, Enterprise Association of Steam and Hot Water Fitters, Progress Association of Steam Fitters' Helpers, Ceramic, Mosaic and Encaustic Tile Layers' International Union No. 52, Ceramic, Mosaic and Encaustic Tile Layers' International Union No. 53 (helpers), Marble Mosaic and Enamel Workers' Association, District Lodge No. 15 of the International Association of Machinists, Wire Workers' Protective Union, Wood Carvers and Modelers' Association, Amalgamated Association of Eccentric and Standard Engineers No. 20, United Portable and Safety Engineers No. 184, and United Portable Engineers No. 296.

There was a general discussion of the question of unity in the building trades and the outcome was the adoption of the following resolve:

*"Resolved, That a conciliation committee be formed, consisting of one from each organization represented in this convention, to be appointed or elected by his respective organization, for the purpose of bringing all legitimate and dual organizations together and settling the differences between the legitimate organizations; and when they have accomplished this they shall have the power to call this convention together again, through the Associated Building Trades and the United Board of Business Agents."*

An adjournment was taken subject to call, as specified in the resolution.

In due course of time the conciliation committee was selected. It organized, held weekly meetings and devised ways and means for the restoration of peace among the divers trades and callings in the industry. The initial controversy taken up by the committee was that of the International Brotherhood of Electrical Workers No. 3 and the New York Electrical Workers' Union, which later was organized at the instance of the Building Trades Employers' Association. A committee of five was appointed on March 24th to endeavor to effect a reconciliation in the case of these two unions.\*

\* On April 21, 1906, while this report was in press, the conciliation committee, finding that satisfactory progress was not being made, discharged the sub-committee and chose a substitute, which after two weeks of labor and effort announced that the New York Electrical Workers' Union had absolutely ignored it, but that International Brotherhood of Electrical Workers No. 3 had responded to its communication, naming a committee of five that was ready to meet it at any time; and "on account of the New York Electrical Workers not showing any inclination or desire for a settlement," reported the committee, "we could not go any further in the matter." So on May 5th the general committee came to the conclusion "that it is the sense and ruling of this body that the Electrical Workers No. 3 is the standard and legitimate organization in the electrical trade."

A sub-committee was selected on April 14th to inquire into the dispute between the Journeymen Stone Cutters' Association and the Journeymen Stone Cutters' Society, the last named having been instituted by the association of employers. The sub-committee was unable to obtain any response to its communications to the Journeymen Stone Cutters' Society, and on May 5th the full committee resolved "that both organizations of stone cutters appear before



## NEW YORK CITY EXCAVATORS AND ROCKMEN.

On April 25, 1905, 900 members of the Rockmen and Excavators' Union employed on the Jerome Park reservoir struck work to enforce their demand for an eight-hour day, or an increase of wages from \$1.25 to \$1.50 per day, claiming that they were obliged

this body." A delegation from the Journeymen Stone Cutters' Association attended a meeting of the general committee on May 12th and gave a synopsis of the efforts that its union had made toward effecting harmony in the trade, stating that it was "ready and willing to consider any proposition that would tend to bring the two organizations together." The other union, failing to have representatives at the session of the committee, "thereby demonstrating that it was not willing or anxious to have a settlement in the industry," to quote the judgment of the committee, which in consequence decided "that the Journeymen Stone Cutters' Association be the recognized and only legitimate union in its branch of the stone industry."

The first success achieved as a result of the convention was announced by the conciliation committee on May 12th, in the following communication sent to unions represented in the convention: "Organizations will please take note that at the last meeting of the Board of Business Representatives of the Associated Building Trades a resolution was passed unanimously, that the United Board of Business Agents and the Board of Business Representatives of the Associated Building Trades meet at least once a week in joint conference to arrange a united effort to remedy conditions now existing in the building trades." This action being agreeable to the United Board of Business Agents, delegates from the two associations met jointly on Friday forenoon of each week until July 13th, when they were amalgamated under the title of the Consolidated Board of Business Agents of the Building Trades of New York and Vicinity. Permanent headquarters were opened at 147 East 53d street, at which place bi-weekly meetings are held on Tuesday and Friday at 9:30 o'clock A. M.

At the committee's meeting on June 9th a letter was received from the Journeymen Plasterers' Society, one of the unions formed by command of the employers' association, stating that under existing circumstances the only way that harmony could be consistently brought about between that organization and the Operative and Ornamental Plasterers' International Union No. 25, was for the international association to grant a charter to the dual union, remit all fines, and allow existing trade conditions to continue. The sub-committee to which the plasterers' question had been submitted reported on the same date, recommending the recognition of Plasterers' Union No. 25 "as the only legitimate and bona fide organization of plasterers." This report was concurred in.

The sub-committee on the question of the dispute between the National Alliance of Amalgamated Painters, Decorators and Paper Hangers and the Brotherhood of Painters, Decorators and Paper Hangers, also presented a report at the same session of the general committee. The findings and recommendation were: "After holding three sessions on the case in question, and then allowing briefs to be filed, and receiving the same only from the Amalgamated Painters, and after giving the same careful consideration, and in view of the fact that the Brotherhood has failed to avail itself of the same opportunity, the committee do hereby recommend to the conciliation committee that, in the best judgment of the committee of five, after review of all data pertaining to the case, and in justice to all, the National Alliance of Amalgamated Painters be the recognized standard trade union. The National Alliance was willing to recognize the Brotherhood cards, but the Brotherhood Painters absolutely refused to consider the proposition." The report was received and concurred in.

A communication was received from the United Association of Plumbers and Gas Fitters No. 480, the rival union formed under the direction of the associated employers, at the conciliation committee's session on June 18th. It stated that at a special meeting of Union No. 480, called especially to discuss the question, it was decided that if the National League of Plumbers No. 2 would make application to the United Association of Plumbers for a charter, Union No. 480 would use its best endeavors to have the charter granted. Prior to this (on May 26th) Union No. 2 had proposed that both organizations hold a joint mass meeting under the auspices of the conciliation committee and decide all questions at issue. It also stated its willingness to admit to membership all members of No. 480 carrying clear cards. The sub-committee recommended as follows concerning the plumbers: "It is the sense of the sub-conciliation committee on the plumbers' question that Local No. 2 be the recognized organization of plumbers in New York City and vicinity." This recommendation was adopted by the general committee.

On June 23d a sub-committee of four was appointed to assist the secretary of the conciliation committee to prepare a concise report of the proceedings of the committee, with recommenda-

to work 10 hours per day and only received eight hours' pay. They were supported in their action by all the other trades employed in the construction of the reservoir, who struck in sympathy, although at the time some of them were not organized.

tions, to be distributed at the next convention, and at the meeting on the following Saturday, this sub-committee's report was adopted, it being ordered that the recommendations go into effect thirty days after the convention, which was called to reconvene on the afternoon of July 14th.

The sub-committee on the question of the differences between the marble workers' unions on June 30th handed in its report, which was approved. The report follows: "The proposition submitted by the Empire Marble Cutters and Setters' Association on April 2, 1906, being the same as it submitted on June 26, 1906, and conditions remaining the same, we, the sub-committee of the conciliation committee, do hereby recommend that the Reliance Labor Club of Marble Cutters, Carvers and Setters, the Whitestone Association of Marble Polishers, Rubbers and Sawyers, and the Compact Labor Club of Marble Cutters' Helpers be known as the legitimate organizations. [These unions are parties to the General Arbitration Plan.] The sub-committee further recommends that the Empire Association make strong efforts to secure the same conditions that now prevail in the organisations known as the Reliance Labor Club, Whitestone Association and Compact Labor Club within a period of three months."

The reassembling of the convention took place at 3.30 o'clock P. M. on July 14th in Groll's Hall, East 53d street. The conciliation committee submitted a report of its work, which the convention endorsed. Nine recommendations looking to the reorganization of the workers in the industry were also presented by the committee, and following a lengthy discussion these were ordered to be referred to the individual unions for final action. The plan of reorganization was preluded by this declaration and appeal:

"The unselfish labors and best effort of the committee have been brought to naught by the dogged and persistent refusal to co-operate of a band of industrial Hessians, brought into being and fostered by an organization of union-hating and unscrupulous employers, in many cases ably seconded by misguided and recreant organizations of the building trades under the so-called plan of arbitration, a cunningly devised scheme to rob union men of their rights and liberties—a plan under which the control of the building trades workers has passed into the hands of the organized employers and their allies from our own ranks and under the working of which the force of unionism has been dissipated, while contention and strife are rampant. Another result of the operation of this plan during the past three years was the springing into life of a whole brood of 'scab' concerns, which flourish while the legitimate unions fight. At best an expensive, cumbrous and slow method of adjusting disputes, which it is now plain to the more casual observer was in reality the initial move of the employers in their campaign for the open shop. As proof of this we have but to refer you to the action of the employers where trades refused to come under the plan of arbitration or, having joined, had withdrawn. They immediately proceeded to organize a new or dual union of such trades, thus injecting a disturbing element, and by such means dividing and weakening the whole. We now direct your attention to their change of policy as evidenced by the recent strike of the housesmiths. No dual union has been organized. They simply open an employment office where housesmiths must apply for work as individuals—in other words the open shop in full swing. The complete breakdown of the plan of arbitration is its primary and avowed purpose, the elimination of strikes and lockouts in the building trades must be apparent to everyone, and the conditions which surround the building workers to-day made it imperative on the loyal members of the legitimate unions to devise some plan of action whereby their rights and interests can be conserved. In attempting to re-form the lines of our scattered forces no great upheaval need occur and no violence need be used. The men represented here in convention to-day form a vast majority of the building trades workers. Our separated comrades who have cast their lot with the advocates of the open shop are few in number, and violence has ever been the weapon of minorities. All that the present requires of us is a staunch adherence to recognized union principles, the subordination of the whim or pleasure of the individual union or leader to the common welfare, and a spirit of tolerance for those who have for the time strayed from the path blazed for them by the sacrifices and teachings of heroic union men in the past. With full confidence in the manhood and integrity of the men in the building trades we appeal to you once more; buckle on the armor of true unionism and with the motto, 'one for all and all for one,' ever before us, cast aside every feeling that may hamper or retard the thorough unification of the building trades."

The stationary firemen added to their sympathetic movement a demand for a higher wage. For two or three weeks work on the reservoir was practically at a standstill, the contractors, Messrs. McDonald & Onderdonk, gradually filling the places of the

Following are the nine recommendations:

"1. We recommend that on the formation of the central body of building trades, and when its laws and rules are being formulated, a provision must be placed therein for the signing of an agreement to give full obedience to such laws and rules and all other mandates of such central body by all unions attached thereto and the bonding of such unions to fulfill such obligations and obey all laws.

"2. Your committee are not of those who fear centralization of power in the building trades, but on the contrary recognise clearly that the board of business agents who are to carry out and enforce well recognised union rules must be (and are in fact now) vested with large powers by their several unions in so doing. For these reasons we believe any attempt to place unnecessary or hampering restrictions upon them on the part of any central body you may create would be unwise, but such central body should always reserve to themselves the right to vote on all strikes directly involving or likely to involve large bodies of men of the building trades organisations attached thereto.

"3. We further recommend that the organisations of the building trades represented in this convention, and such others as shall hereafter become attached to the Associated Building Trades, shall sever their connections with any and all central bodies claiming the right to legislate for or in any way control the action of the building trades, and give their full allegiance to whatever central authority this convention may create.

"4. We believe that the Associated Building Trades as at present constituted, with certain modifications of its constitution and by-laws, meets all requirements of a central body of building trades, and recommend its adoption.

"5. We recommend that the central body approved by this convention be the sole and only authority to say what unions shall or shall not be the recognized standard unions in any of the building trades; that it shall have jurisdiction over all disputes as to jurisdiction over work or other disputes likely to affect the common interest.

"6. We recommend that no organisation not affiliated and in good standing in the central body of building trades shall be entitled to recognition or assistance by the associated agents of the building trades.

"7. We recommend that the secretary-treasurer of the central body shall be also the secretary of the board of business agents; that he shall keep the records of both and pay all bills from the funds raised by taxes paid to the central body. The secretary-treasurer must not be a business agent, and need not be a delegate to the central body to be eligible to the office. He shall furnish weekly to each affiliated union a full report of all acts of both bodies while in session.

"8. We recommend that a hall of sufficient size and convenient location be leased to accommodate the central body and the board of business agents, with office room for secretary-treasurer; that the hall be kept open at all times for the accommodation of committees of both bodies and any other legitimate business of the building trades.

"9. We recommend that all demands for increase in wages on the part of workmen in the building trades, as well as all attempted reductions by the employers, be considered proper subjects for arbitration, and may be proceeded with under any plan mutually satisfactory to the parties involved. But no matter involving the enforcement of recognized union rules shall under any pretence be considered an arbitration question."

The convention then took a recess until July 28th.

The delegates reconvened at 3.30 o'clock in the afternoon of July 28th. Eighteen trades were represented. As only one union filed a written report on the recommendations of the conciliation committee, the chairman of the convention ordered a trade roll call to ascertain how many organisations had acted upon the matter. From the replies of the delegates it was learned that seven unions had approved the propositions, five had voted unfavorably upon them, two had adopted them in part, while four had not taken any action. This led to the adoption of a resolution for the appointment of seven sub-committees, each consisting of three members, to visit the various organisations, explain the conciliation committee's recommendations, and endeavor to have the subject promptly considered. The convention adjourned until August 18th, at which session the sub-committees were directed to report.

Seventeen trades were represented at the meeting of the convention on August 18th. The visitation committees which were appointed at the preceding session of the delegates reported that they had attended the meetings of the unions that had not acted upon the conciliation committee's recommendations and were assured that the matter would receive due consideration. Several hours' time was consumed in discussing the proper course to pursue in unifying all interests, and it was at last unanimously decided to recognize the Associated Building Trades as the central body. It was also resolved to urge the organizations to select a committee—one member from each union—to assemble in the near future for the purpose of modifying the provisions of the constitution and by-laws of the Associated Building Trades so that they would conform to the desires and requirements of every element in the industry. Upon the adoption of this resolution the convention adjourned subject to the call of the chairman and secretary.

strikers, until June 15, 1905, at which time the contractors claimed that the progress of the work had reached its normal condition, as before the strike.

This was not the first strike on the reservoir, on which work has been in progress since 1895. According to a report made to the Aqueduct Commission by its chief engineer, under date of July 26, 1902, only three-fifths of the total quantity of the work under the contract had been done up to the beginning of that month and there remained only four months of the contract period for the execution of the rest of the work. He explained that, as a result of the general observance of the eight-hour day on contracts let subsequent to the enactment of the amended eight-hour law of 1899, the Jerome Park contractors had "been greatly embarrassed in securing good labor and had been unable to secure sufficient labor to operate the plant installed to its full capacity. The effect of laborers in the vicinity working only eight hours a day under other public contracts had occasioned a strike on the Jerome Park reservoir."

In order to expedite the construction of the reservoir through the removal of these labor difficulties, the administration of Mayor Low agreed upon a modification of the terms of the original contract by increasing the contractor's allowance for the hire of labor 25 per cent, and a supplemental contract to this effect was signed October 2, 1902, the same having been authorized by chapter 588 of the laws of 1902.\* The additional expense involved was figured at \$464,443.40, which amount was appropriated by the Board of Estimate and Apportionment. The contractors asserted that they complied with the terms of the modified contract and employed the workmen only eight hours a day, but the unions maintained that their members were forced to work ten hours a day and investigation by the Department of Labor conclusively showed that except where prohibited by union rules or trade agreements, among the skilled trades, the ten-hour day was required of all laborers engaged at the time in the construction of the reservoir. There seemed to be, therefore, an open violation of a contract which has but one purpose, to wit, the establishment of the eight-hour day, and incidentally providing for the additional expense thereby incurred.

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Following closely upon the heels of the strike upon the Jerome Park reservoir, came that of the rockmen and excavators on

\* For the terms of the new contract and other particulars of same, see the Department of Labor Bulletin, September, 1905, pages 274-277.

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May 6th against five members of the Contractors' Protective Association of New York City, which in turn was complicated by a lockout of the rockmen and excavators by about 80 per cent of the Contractors' Protective Association in retaliation for the strike. The strike was to enforce recognition of the union (proposed agreement reprinted in section IV). After the strike had been in operation about two weeks the lockout followed, the total men out on both strike and lockout being 7,500 rockmen and excavators, and in addition 255 engineers, 600 rockdrillers and tool sharpeners; and as a result of the strike 600 drivers were thrown out of employment.

On June 1, 1905, the strike was over, but the reports concerning the method of its disposition are at variance. The unions positively assert that the men were taken back as union men, and the demand for recognition of the union granted; the employers positively assert that this is not the case, and that the men returned as non-union men.

#### NEW YORK CITY GLAZIERS.

In view of the fact that the union engaged in this strike went out of existence during the controversy, it has been impossible to obtain an authentic union report. The information furnished by the employers' association is to the following effect: On January 5, 1905, the glaziers, to the number of 700, struck against the Window and Plate Glass Dealers' Association, demanding shorter hours and an increase of 19 per cent in wages. On January 8th the employers began filling the places of the strikers, and on February 15th the shops were all running as before the strike. The union having lost the strike and having become disorganized as a consequence, such of the men as cared to return were taken back as individuals, without recognition of any union.

#### NEW YORK CITY ROOFERS AND SHEET METAL WORKERS.

Amalgamated Sheet Metal Workers' International Alliance, No. 11, of New York and Vicinity, instituted a strike on September 1st to enforce a demand for an increase of 50 cents per day in the wages of cornice makers, sheet-iron workers, and tin roofers—from \$4 to \$4.50—and of 75 cents per day for metal ceiling workers—from \$3.75 to \$4.50.

As early as February 23, 1904, the union notified the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities of the desired change in the rate, to

become operative upon the expiration, on December 31, 1904, of the annual agreement between the two associations. In thus submitting its proposition the union considered that it was proceeding in conformity with a section of its contract with the employers which provided that "no change shall be made in any article of said agreement unless notice be given on or before March 1st next preceding by the association asking for such change."

Shortly after the presentation of the demand a trade board, consisting of five representatives from each association, held a conference to consider the union's proposition. At that meeting the employers' side presented several amendments to the agreement, but the workers' committeemen refused to give them attention, holding that the employers had failed to notify the union of their contemplated changes within the period prescribed by the yearly compact, and therefore maintaining that the only question that could be discussed was the one relating to wages. The employers, however, took exceptions to such reasoning, and insisted that it had been the custom in the trade that the mere notice of one association to the other asking for a change opened up the entire agreement. Consequently they declined to consider the single subject of wages. Other conferences followed during the year, but a settlement had not been reached on December 31, 1904, the date of the termination of the agreement, the provisions of which were nevertheless continued by mutual consent pending further negotiations. On several subsequent occasions sessions were held by the trade board, but efforts to adjust the matter in controversy having proved futile, Local No. 11, on July 28, 1905, appealed to the General Arbitration Board of the Building Trades for a decision on the disputed point. In its communication the union said:

"This appeal is taken under the provisions of section 19 of the arbitration plan, as our trade board could not agree to come to a settlement, and failed to agree on an umpire. The last meeting of the trade board was held on July 27th. The case at issue is as follows:

"The agreement between the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and the Amalgamated Sheet Metal Workers' International Alliance No. 11 has the following provision: 'This agreement to terminate December 31, 1904, and no change shall be made in any article of said agreement unless notice be given on or before March 1st next preceding by the association asking for such change, such notice to be given in writing to the secretaries of the associations.'

"On February 23, 1904, the secretary of the union notified the Employers' Association of Roofers and Sheet Metal Workers that the union desired to

change Article II of the agreement. The employers' association did not ask for any change in the agreement.

"Under the provisions of the agreement the union appointed five of its members as a committee to meet the employers' association and confer in regard to the proposed change in the agreement. When our committee met the employers' association their committee presented our committee with a new agreement—new entirely and differing materially from the existing agreement—and they would not consider the change asked by the union unless our committee would consider the changes they wanted.

"Our committee held, and still holds (and with them the union), that the employers' association is violating the agreement in presenting to our committee changes in the agreement when they failed to notify the union, asking for such change in accordance with the provisions of the agreement. We hold that, therefore, the only change to be considered is the change of Article II, as asked for by the union, and notice of which was given in due time, provided for in the agreement.

"Over this question the committee came to a deadlock, and there being no possible chance for a settlement in the trade board, and as this has been dragging on for over a year, we therefore appeal to you for a decision."

The employers' association on August 2, 1905, filed with the General Arbitration Board the following answer to the foregoing:

"The last agreement we had with Local Union No. 11 was entered into on November 23, 1903, and it specifically states: 'This agreement to terminate December 31, 1904.' There is not one word in the agreement that states it is to extend beyond that period, and there is also no provision whatever made for its continuance in any manner or form. We therefore claim it has expired absolutely, except that by mutual consent since December 31, 1904, we have been working under it temporarily until we reached a new agreement.

"Previous to December 31, 1904, and innumerable times since, our association has met Local No. 11 in joint committee and endeavored to make a new agreement, but without result. The joint committee at one time practically adopted a new agreement, but it was rejected by Local No. 11 in general meeting.

"As to the broad claim made by Local No. 11, that the mere act of their sending a notice on February 23, 1904, asking for a change in one single article, continues the life of the agreement beyond the time specified for its termination (December 31, 1904), and that we are bound to the old agreement for the year 1905, with the exception of that single change, we confidently entrust to the judgment and fairness of your committee.

"In conclusion we would state that previous agreements contained exactly the same clause that is referred to in the complaint of Local No. 11, that similar notices were received from the union asking for a change, and it was always construed by both associations merely as a notice that they did not wish to renew the old agreement. Prior to the termination of the agreement joint committees were appointed and new agreements drawn up, with such general modifications as both associations agreed to and were deemed requisite for the general good and welfare of the trade."

The following decision covering the case was rendered by the executive committee of the General Arbitration Board on August 23, 1905:

"The committee finds that the Amalgamated Sheet Metal Workers' Union has complied with the provision of the last section of the trade agreement, mentioned in the petition, in making a request for an increase of wages. The committee also finds that the trade agreement mentioned in the petition has expired, and the executive committee recommends that the Employers' Association of Roofers and Sheet Metal Workers confer immediately and enter into a new trade agreement, as contemplated by the joint arbitration plan."

The ruling of the executive committee did not effect a solution of the difficulty; and finally, with the object of enforcing its demands, the union ordered 1,500 of its members to cease work on September 1st in the establishments of members of these associations of employers: Employers' Association of Roofers and Sheet Metal Workers, Master Steam and Hot Water Fitters' Association of New York, Metal Ceiling Association of New York, and the Association of Manufacturers of Metal Covered Doors and Windows.

One hundred and forty-three firms not affiliated with the above associations granted the demands to 876 members of the union without recourse to strikes. On the day that the dispute occurred the executive committee of the General Arbitration Board issued the following declaration and order as a result of a complaint made by the representatives of the Metal Ceiling Association:

"That the Amalgamated Sheet Metal Workers' International Alliance No. 11 has violated section 2 of the arbitration plan, and this union is ordered to return its members to work at once.

"It is further ordered that the existing dispute be referred at once to the General Arbitration Board, as provided by section 20 of the arbitration plan, and the executive committee hereby tenders its services to conciliate the differences existing between the parties concerned."

Neither did this action cause a restoration of peace in the trade, so the executive committee again assembled on September 6th, when committees representing the Employers' Association of Roofers and Sheet Metal Workers, the Metal Ceiling Association, the Association of Manufacturers of Metal Covered Doors and Windows, and the Master Steam and Hot Water Fitters' Association protested that the members of Local Union No. 11 had not returned to work as directed by the executive committee, which forthwith adopted this resolution:

"Resolved, That a special meeting of the General Arbitration Board be called for Friday night, September 8th, to consider the sheet metal situation."



Agreeably to this call the General Arbitration Board convened on September 8th and unanimously resolved "that the sheet metal workers are ordered to return to work on Tuesday morning, September 12th, and the dispute between the union and the employers is referred to a special board, said board to convene immediately after the return of the men to work. The special board is urged to complete its labors within ten days." The union having obeyed this command to declare the strike off, work was resumed on the 13th, 14th and 15th of September in the various establishments. No provision having been made as to what especial questions should be referred to a special board for adjudication, the secretary of the General Arbitration Board suggested to the union and the four associations of employers affected by the dispute that their representatives confer and endeavor to come to an understanding. This recommendation was approved by the disputants, and on September 18th they informed the secretary of the General Board that they had "held several conferences and have eliminated all questions of dispute heretofore existing between the said Amalgamated Sheet Metal Workers No. 11 and the said several associations of employers, and have, this 18th day of September, 1905, entered into agreements. It would therefore appear that there are now existing no questions of dispute to be referred to a special arbitration board."

The agreement (reprinted in Section IV) provides that there shall not be any change in its provisions nor in the working rules "asked for by either of the associations named to take effect at any time prior to the first of January, 1908, and not then unless notice by the association asking for such change is given to each of the other associations on or before the first day of June, 1907. Such notice shall be given in writing by the secretary of one association to the respective secretaries of the other associations, and written receipt therefor to be the evidence of such notice. Committees to consider changes or renewal of agreement, in accordance with this clause, shall be selected by the several employers' associations and the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity. Said committee shall have full power to negotiate and sign an agreement; these committees to assemble at least 90 days before the first day of January, 1908. In case no notice is served by any association on or before June 1, 1907, then this agreement and these rules shall continue in effect from year to year, with the right reserved for either party to serve notice on or

before any first day of June in any year for any desired change to take effect on the following first day of January." A few incidental changes were made in the rules concerning apprentices and helpers, and a new wage scale providing for an increase of 50 cents per day, for cornice makers, sheet-iron workers and tin roofers took effect immediately; while it was agreed to gradually raise the rate of the metal ceiling workers until they receive the full scale of \$4.50 per day. Their first advance was obtained in September, when their wages rose from \$3.75 to \$4 a day. On March 1, 1906, they are to receive another increase of 25 cents per day, and on September 1, 1906, their daily compensation will advance to \$4.50. Altogether 1,976 members of the union were benefited by the addition of 50 cents to the daily wage rate and 400 (metal ceiling workers) shared in the September increase of 25 cents per day.

#### CLOTHING TRADES.

##### NEW YORK CITY CLOTH HAT AND CAP MAKERS.

Perhaps the most stubbornly contested and costly strike that ever occurred in the cloth hat and cap making trade in the metropolis was inaugurated toward the close of 1904 and lasted nearly three months. It was precipitated by the determination of twenty leading manufacturers, combined in what is known as the Cap Manufacturers' Association of America, to conduct their establishments on the open-shop principle, it being maintained by them that the demands of the union had become unreasonable and that a readjustment of conditions was therefore necessary. So each of these firms posted the following notice in its work room:

"On and after the 26th day of December, 1904, this will be an open shop. Employees will be engaged and retained individually upon their merits without discrimination against union or non-union people. No change in working hours or in prices is contemplated."

These twenty shops had been under the jurisdiction of the United Cloth Hat and Cap Makers' Union of North America, and 1,421 members (275 of whom were women) of that association attached to seven subordinate branches composed of blockers, cutters, finishers, lining makers, operators and packers, refused, on the 22d of December, to continue work unless the open-shop notices were removed. After the dispute had been in progress about two weeks one manufacturer seceded from the employers' association and re-employed his union workpeople, but the other nineteen concerns continued their opposition to the closed shop. These firms, it was stated, succeeded in engaging between 200

and 300 workers to take the places of the strikers. The union reports that only 25 of its members returned to their employment while the dispute was pending, and that for the most part the non-unionists were immigrants, many of whom, it was claimed, quit work when they learned the situation of affairs, joined the strikers, and were supported by the union. During the controversy several sympathetic strikes took place in small establishments where union employees had declined to handle goods that, it was said, were being made for houses that had posted the open-shop notice. Consequently before the close of the difficulty some 500 employees—including those in the small factories who went out to assist their fellow-members, besides those who had taken the positions of the strikers in the large shops and subsequently took part in the dispute—were added to the union's strike roll, bringing the total number involved up to 2,000.

Both sides remained obdurate up to about the middle of March, when they decided to hold a conference for the purpose of effecting a settlement. Official representatives of the union met a committee from the manufacturers' association, and after a three days' session terms satisfactory to both parties were reached, a two years' agreement (see Section IV) was signed, and the strike was ended on March 20th. The union's committee insisted at the outset that unless the open-shop notices were taken down the members would not resume operations, and this demand was conceded by the employers. It was agreed to re-employ former employees as needed, and within a week all the strikers were installed in their old places. This was regarded as a recognition of the union, which in turn agreed to the retention of the non-union men, with the understanding that it would have the privilege of admitting them to membership. It also agreed to the employment of apprentices. This was not done formerly because, it was contended by the union, the influx of immigrants into the trade was so great that there was not any room for youthful learners. The union conceded the right of the employers to use modern machinery, and it likewise allowed over-time work at the rate of price and a half. Previously members were not permitted to work overtime, owing to the fact, as stated by the union, that it desired that all extra jobs should be given to unemployed members, the majority of whom were recently arrived aliens.

## CLOAK MAKERS, NEW YORK, MANHATTAN BOROUGH.

A dispute which affected 1,000 cloak makers in the employ of a leading manufacturing company and its twenty-two contractors began on February 10, 1905. The controversy arose over the failure of the United Brotherhood of Cloak Makers No. 1 and the management of the company to arrange a satisfactory scale of prices for new style garments. There are two seasons in the cloak-making trade. The one for the manufacture of spring cloaks opens in January, while work on fall and winter goods commences in July. As soon as the latest pattern books arrive from Paris, just prior to the advent of the two periods named, sample garments are prepared. These are carefully examined by what is termed a price committee chosen by the employees in every union establishment, and a schedule of piece rates is determined upon after due consideration is given to the amount of work that is necessary to be performed on each cloak. The manufacturer also fixes upon a wage scale. He meets the committee in conference, as a rule, and the prices are then usually adjusted in a manner that satisfies both sides, when an agreement is entered into. This binds the contractors as well as the general employer, and thus the season's operations begin and end without friction.

But in the controversy cited above the manufacturing concern refused to amend its list of rates in compliance with the wishes of the union, and as a consequence work in the twenty-three factories ceased. The strike continued until the 27th of February, when the belligerents came together and settled their differences. They signed an agreement (reprinted in Section IV), to remain in force until the following August. There was a compromise as to wages, which, the union reports, were fixed at from 25 to 35 per cent, according to the nature of the work, above the rates that were originally submitted by the employing company, the latter agreeing to have union members perform for it all the tailoring, operating, pressing and finishing required to be done in its factory or in the shops of its contractors. The contract provided that employees must not be charged for the use of electricity or any other power, and that their wages shall be paid weekly. It is stipulated that in the event of an insufficiency of work to keep all piece workers employed full time the work on hand shall be distributed equally among the employees. Upon failure or refusal of any contractor to pay for work done the employing company agreed to make such payment. The concern

pledged itself not to give employees work to be done at their homes. Privilege was granted to the union to have a shop delegate selected by the employees to preserve order among them, and the employer was conceded the right to discharge any person for poor workmanship or bad behavior. The last section of the agreement provided that "after the 1st day of May, 1905, the prices may be reduced as may be mutually agreed by consent of the persons employed in the said factories and the employer."

## II.

Inability to settle upon prices for making new-style garments precipitated a strike of 267 cloak makers in four establishments on July 17th. The dispute lasted until July 22d, the employers then agreeing to an adjustment of the rates. One firm reduced the working time of day hands from 11 to 10 hours per day.

## PANTS MAKERS, NEW YORK CITY, MANHATTAN AND BROOKLYN BOROUGHS.

On the 10th of July some 4,000 members of Pants Makers' Union No. 8 of Manhattan Borough and Nos. 43 and 159 of Brooklyn Borough (affiliated with the United Garment Workers of America) went on strike in a number of non-label factories to enforce union shop conditions and the scale of prices that already prevailed in establishments that used the union label on their product. The dispute rendered idle about 12,000 unorganized "finishers." All these piece workers are employed not by the clothing manufacturers themselves, but by middlemen who bid against one another for the work. So little capital is required to embark in this business of contracting that the ranks of contractors are always full and competition among them is so keen that prices and hence wages have been beaten down again and again; to this excessive underbidding of the contractors, in fact, has been attributed by some the existence of the worst forms of the sweating system in the clothing trades. Nowhere else has concerted effort on the part of the wage workers been so indispensable for the maintenance of decent standards of living, and this summer their organizations presented so strong a front that the contractors were fain to yield to their demands. Coming together in the new Independent Pants Contractors' Association of the City of New York, the contractors in this branch of the trade conceded the justice of the workers' demand for an increase of 20 per cent in the price of all work done by the makers, and agreed to pay the increase, provided they could induce the manufacturers

to increase the price they paid for the work sufficiently to meet the demands of the unions.

The strike remained in this condition for several days, when the contractors, at the suggestion of State Mediator Hawthorne, took up the matter with the individual manufacturers, as they were not organized, and eventually they all agreed to the advance and the men returned to work as the agreements were made. (For agreement, see Section IV.) Many of the contractors signed the agreement on the 18th of July, and all the operatives had returned to work by the end of the month. Subsequently the unions reported to this Bureau that the advantage they had gained was of a temporary nature, as the increase was maintained for only a few weeks, when the rates dropped to the level that existed in non-label shops previous to the strike.

#### TROY COLLAR STARCHERS.

On April 27, 1905, about 165 starchers (girls) quit work in the factory of Cluett, Peabody & Co., claiming they were locked out, the employing corporation claiming a strike. The Bureau of Mediation and Arbitration began investigation of this dispute May 1, making a formal tender of its services, as well as the services of the State Board of Mediation and Arbitration, to representatives of both parties to the dispute. At that time neither party appeared to think the services of the Board were necessary. Our investigation disclosed the cause of the stoppage of work to be that some time previous Cluett, Peabody & Co. had laid off or discharged eleven of the starchers (all of whom worked by the piece), giving as a reason lack of employment. A committee made up from the employees in the starching department called on the management of the Cluett, Peabody & Co. corporation on the morning of April 27th to request or demand the re-employment of the aforesaid eleven starchers. The management declined to meet the committee at that time, giving the reason that the manager was too busy. The committee reported back to the employees in the starching department, and they then and there decided not to resume work until the committee was given a hearing. After waiting several hours, the employees in this department were given the alternative (by the foreman of the department) of resuming work or vacating the premises. The employees, 165 in number, thereupon left the premises. After the strike or lockout had been in progress about ten days, it was extended to include the employees in the starching departments

of the following firms who are members of the Shirt and Collar Manufacturers' Association: Hall, Hartwell & Co., Geo. P. Ide & Co., Searle Mfg. Co., Tim & Co., Van Zandt, Jacobs & Co., The United Shirt & Collar Co., and the International Shirt & Collar Co., directly involving about 670 employees. This extension of the strike was caused by the insistence on the part of the Shirt & Collar Manufacturers' Association that the starchers employed in the above mentioned plants should starch the product of Cluett, Peabody & Co. Another question which also entered into the dispute, if not the direct cause, was the presentation of the following grievances and demands to the several employers by the representatives of the Collar Starchers' Union No. 1, of which the strikers were members:

"The recognition of the Starchers' Union.

"The reinstatement of the eleven employees discharged.

"The price for machine work to be three cents per dozen including a buncher and hanger-up.

"The price for table work including lady work to be four cents per dozen.

"Respectfully submitted,

.....  
*"President Starchers' Union."*

The employers refused to consider or concede any of the grievances at that time and the strike became general about May 16 in all of the shops of which the managements were members of the Shirt & Collar Manufacturers' Association and which maintained starching departments.

On June 9th formal request for intervention by the Bureau of Mediation and Arbitration was made by a committee representing the Central Federation of Labor of Troy. A representative of the Board again visited Troy, and after conferences with representatives of the Employers' Association and the strikers' committee, recommended a joint conference of representatives of the several plants affected with representatives of the employees on strike from each of the plants. This suggestion was acceptable to the Union, which provided a committee for the conference. The Employers' Association, however, modified the proposition to provide for a separate conference between the management and the employees of each of the plants affected, which was in effect eight separate committees and conferences. After some hesitation the Union accepted this plan and the conferences were held June 21, with the result that absolutely no progress towards settlement was made, the employers' representatives uniformly

taking the position that the strikers must return to work under the same conditions as existed previous to the strike.

Previous to those conferences the following recommendation had been submitted in writing to both organizations, was accepted by employees and rejected by employers:

ALBANY, June 15, 1905.

*To the Representatives of the Former Employees in the Starching Departments of the Several Plants under the Management and Control of the Individual Members of the Collar and Shirt Manufacturers' Association of Troy, N. Y., now on strike, and to the Collar and Shirt Manufacturers' Association:*

In the matter of the dispute now existing at Troy between the several manufacturers of shirts and collars who are members of the Manufacturers' Association and the girls formerly employed as starchers.

We have made somewhat thorough inquiry and find the situation to be about as follows:

The immediate cause of the stoppage of work in the factory of Cluett, Peabody & Co., when the strike started, April 27, was the neglect or refusal of the management of Cluett, Peabody & Co. to give a hearing to a committee of girls employed as starchers in their plant. It would appear that the mission or object of this committee was to secure the re-employment of eleven starchers (girls) who had been laid off or dismissed.

It appears that after the committee had failed to secure a hearing, the entire force of table working starchers refused to resume work until the committee should be given a hearing. After several hours waiting they were given the alternative of either resuming work or being dismissed; thereupon they left the factory and practically went on strike. Within a few days thereafter the machine starchers (girls) also went on strike, closing down the starching department of this plant.

After this state of affairs had existed for some time an effort was made to do the starching of the Cluett, Peabody & Co. product in the starching departments of the other factories under the jurisdiction or management of the members of the Manufacturers' Association, with the result that practically all the starchers employed in said plants refused to starch said product and quit work, thereby making the strike general.

We find that on the date of May 11th, a formal statement of grievance, reproduced below, was presented to Cluett, Peabody & Co. by the starchers' union, of which it appears the strikers were members.

Messrs. Cluett, Peabody & Co.,  
Troy, N. Y.

Troy, N. Y., May 11, 1905

GENTLEMEN:

The following question at issue between the starchers employed by your firm are the questions to be submitted by this committee from the Starchers' Union at the conference to be held at your offices at 3 o'clock P. M.

"The recognition of the Starchers' Union."

"The re-instatement of the eleven employees discharged."

"The price for machine work to be three cents per dozen including a buncher and hanger-up."

"The price for table work including lady work to be four cents per dozen."

Respectfully submitted.

.....  
President Starchers' Union.



### III.160 NEW YORK STATE DEPARTMENT OF LABOR.

And again on May 15th the statement of grievance given below was presented to George P. Ide & Co., which is a duplicate of demands presented to the other firms involved.

George P. Ide & Co.

TROY, N. Y., May 15, 1905.

GENTLEMEN:

Our meeting with you on Saturday, May 13th, and the matter discussed have our conscientious consideration. In your reply you state you cannot grant our request, as it would mean an increase of 33½ per cent. If you will remember, the starchers were receiving four cents a dozen for your work until you installed the machines, when you cut our wages 50 per cent; we are only asking that you give us back one-half of the cut you made in our wages. We are anxious to settle our difference on any reasonable or proper basis. Such a basis is found in the following proposition, which we now submit.

Our proposition is of two parts:

First—We propose that the partition which was so placed in our workroom as to cut out one of our tables, wasting that floor space that our girls did use, be removed or changed, so that the girls laid off can return to work with the following conditions agreed to for the time being:

- (1) The price of machine work to be three cents per dozen with buncher and hanger-up.
- (2) The price for table work to be four cents per dozen including lady work.

Second—Upon the first part of this proposition being put in force then, without unnecessary delay that a committee of arbitration of three members be selected with power to settle finally all questions of dispute between the parties and that, that committee be made of one member to be selected by each side to the controversy and the third member to be selected by the two thus selected.

*Committee.*

It is fair to assume that this communication also emanated from the union, although it does not specifically so state. We are satisfied that both parties to this controversy are organized and in a position to do business collectively if they so desire. On the other hand we do not consider it to be essential that an adjustment be undertaken or effected through either organization.

We do believe that the interest of the State, the community and the individual employers and employees involved require that this dispute be terminated. And to that end we make the following recommendations, with the request that you convey them as promptly as possible to the individual and collective membership of your organization.

First—That in consideration of the strike being declared at an end, all of the persons now on strike be re-employed in the same factory and capacity as before the strike, including the eleven girls first referred to.

Second—That the several employers individually or collectively agree to the proposition that their employees may at any time through a committee or otherwise, present any grievance or complaint which they consider exists in the factory where employed, and such grievance or complaint will be given consideration and a decision rendered within a reasonable time not to exceed twenty days.

Third—All general conditions affecting the employees to be considered proper subjects of grievance.

Fourth—That in order to make permanent the settlement of this dispute, a committee of three, one of whom shall be selected by the employers or their representative, the other by the work people now on strike, those two to select the third, shall have referred to them all the contentions or grievances outlined in the two statements reproduced in this instrument, except that of the recognition of the union, this committee to investigate and determine (their determination to be accepted by all the parties to the dispute) all the questions of differences or contentions outlined in the two documents presented by the workers bearing date of May 11th and 15th.

The understanding being that as soon as the personnel of the committee has been decided upon the strike shall be declared at an end, and it is further understood that the committee shall report its findings within fifteen days from the date of its appointment.

We recommend your careful consideration of the suggestions herein conveyed, and would welcome any amendments which would make their application more feasible. Our object and duty as far as it is possible is to terminate this dispute.

Should this be generally acceptable, we would undertake to work out the details of terminating this dispute at once, providing of course that both parties to the controversy take the same view.

The favor of a prompt reply is requested.

Respectfully submitted, (Signed,) JOHN LUNDRIGAN,  
Member of Board of Mediation and Arbitration.

During the progress of the strike, about June 5, the Teamsters' Union refused to haul the product of the starching departments where strikes existed, and considerable disorder was caused by the interference of non-union teamsters who took their places. A general teamsters' strike was prevented only by the collar manufacturers securing conveyances of their own and employing individual teamsters who worked under police protection, instead of as heretofore utilizing the regular carting service of Troy.

Various bodies of citizens made efforts to terminate the dispute, the most notable being the following petition signed by about 150 prominent business firms and citizens of Troy, which, together with replies of the Manufacturers' Association and the Starchers' Union, is here reproduced.

*To the Collar and Shirt Manufacturers' Association of Troy, N. Y., and Collar Starchers' Union No. 2, of Troy, N. Y.: -*

We, the undersigned citizens of Troy, concerned in the welfare of the city and innocent victims of the disagreements between the starchers and the members of the Collar and Shirt Manufacturers' Association, which have continued with damaging results to the great industry of our city, and with much hardship to the working people and tradesmen in our midst, desiring to terminate the evil conditions resulting from these disagreements, respectfully remind the members of the Collar and Shirt Manufacturers' Association and of the Collar Starchers' Union No. 2 of the rights of the public in the matter, and we earnestly solicit that they express their consideration of the city's best interest by suggesting a basis upon which the members of their respective associations will consent to arbitrate differences before an impartial board of arbitration.

Dated and signed this 26th day of September, 1905.

Joseph F. Hogan; E. W. Edwards & Son, by C. M. Hanrahan; J. J. & M. H. Hartigan, P. J. Shea; M. Solomon, manager King street store; M. Goodkind, per McGrath; John Kaufman & Son; M. Doyle & Sons, L. Laub, Union Furniture Co., A. Levy, F. W. Salisbury, Jacob Jordan, Benjamin Kraus; the Peerless Manager, Emerson Shoe Co. Manager, M. E. Wagar, Robert Sturges, Edward F. Leonard, Thomas J. Hurley, Henry H. Stuyter, William Pieper, C. Lynd, H. Kreiss & Son, Daniel Cuning, Monerief & Francis; W. W. Winchester, Massachusetts shoe house; Abraham Apple, Benjamin Apple,

David Cohen, the Great Atlantic and Pacific Tea Co., William H. Rosen, Schneider & Macy Drug Co., Samuel Hanna, Sweet-Packard Co., V. Brewster's Sons, Fred W. Curtis, W. & M. Gross, H. D. Hull, M. F. Paaschen, Stamper Bros., Samuel Goldstone, John Halligan; W. E. Kerin & Co., by John J. Sheehy, treasurer; M. Shyman Co., E. J. Murphy; A. Schnell, 83 Third street; Catharine L. Kelley, William Lippmann, Joseph P. Dugan, Jacob R. Gold, John McGraw, Andrew F. Sola, Mrs. Mary Friedman, John G. Manning, George M. Day, Eastern Estate Tea Co., McCormick & Dunn, Henry H. Darling, Benedict & Co.; The American Tailor, 380 River street, corner Federal, W. Friedman; Henry Matlaw; F. K. Kellam, manager; W. H. Hanna, pharmacist; Mrs. Julia Sullivan, Louis H. Cooper, James H. Kelley, George W. Harpel, Eaton J. Gross, Illing & Mould, William Vandenburgh, Simon Kirschner, C. E. Wilson; S. B. Thing & Co., Edward Wagner, manager; J. H. Ellis, James Kingsley, John J. Hartigan, John J. Hourigan, manager; Mary Noonan; R. H. Long, per W. A. Kennery, manager; Charles Carson, H. E. Feyl, John F. Killilea, A. P. Packard & Son, P. S. Fitzgerald, S. O'Grady, J. B. Neary, H. Wassinandorff, E. P. Gainor, H. H. Plumb, N. J. Myers, W. A. Sherman, Dundee Woolen Mills, C. E. Sheffer, M. J. Strauss, C. H. Gifford.

## THE UNION'S REPLY TO THE PETITION.

TROY, N. Y., October 18, 1905.

The Collar Starchers' Union No. 2, of Troy, N. Y., hereby respectfully acknowledges the receipt of a petition and accompanying letter signed by the merchants of this city urging that action be taken to bring about an honorable and happy solution of the differences now existing between the members of said Collar Starchers' Union and the members of the Shirt and Collar Manufacturers' Association, and also urging that some fair adjustment of such differences be made.

Now, therefore, after due consideration and deliberation, it is

*Resolved*, That the suggestion on the part of the merchants of the city of Troy, that some fair adjustment of the differences between the Collar Starchers' Union and the Shirt and Collar Manufacturers' Association be made either by disinterested arbitration or by mutual concession, be and the same hereby is accepted and the recommendations of the said merchants and citizens are agreed to; and be it further

*Resolved*, That an honorable and happy solution of the differences between the Collar Starchers' Union and the Shirt and Collar Manufacturers' Association can be had by a disinterested arbitration, to wit: by the appointment of one arbitrator by the Collar Starchers' Union and the appointment of one arbitrator by the Shirt and Collar Manufacturers' Association and the appointment of the third arbitrator by the two arbitrators thus selected. And the Collar Starchers' Union hereby agrees and consents to the appointment of such arbitrators and the submission to them of the differences existing between the Collar Starchers' Union and the Shirt and Collar Manufacturers' Association, as a means of ending and terminating said differences. And the Collar Starchers' Union No. 2, of Troy, N. Y., and its members hereby guarantee and pledge themselves to abide by the decision and the report of the arbitrators so selected as aforesaid.

(Signed)

COLLAR STARCHERS' UNION.

REPLY OF THE EMPLOYERS' ASSOCIATION  
ROOMS OF COLLAR AND SHIRT MANUFACTURERS' ASSOCIATION,

TROY, N. Y., October 19, 1905.

WILLIAM H. HALLIGAN, Esq.

Dear Sir.—We acknowledge the receipt of your communication of the 17th inst., and of the petition accompanying it which is dated September 26. Suggestions emanating from a considerable number of citizens and merchants concerning the unfortunate trouble which has prevailed in the chief industry of this city for several months past, are entitled to respectful consideration, even though they may not be assented to. In order that you and they may fully appreciate our position and the reasons for our inability to accept the suggestions made, we deem it proper to recall to your attention some of the facts connected with the existing strike.

The strike began on April 27, when the hand starchers in the collar laundry department of Cluett, Peabody & Co. left their places without assigning any reason.

Since the strike various reasons have been given for it as follows:

1. Objections to starching machines.
2. Unsatisfactory work of the machines.
3. Unsatisfactory prices paid for starching after the machines.
4. Reduction in prices paid for starching.
5. Oppressive rules applied to starchers.
6. Starchers unable to obtain a hearing on the part of Cluett, Peabody & Co.; and
7. That no strike exists, but that there is a lockout.

Concerning the above, we state as follows:

1. Starching machines have been in use in the Troy laundries for more than fifteen years, though they were not introduced by Cluett, Peabody & Co. until the spring of 1904.

2. The work of the machines has been entirely satisfactory, as indicated by their general adoption by the manufacturers.

3. Earnings: The earnings of the starchers, whether by hand or after the machine, depend largely on the ability and experience of the operator, an inferior starcher being able to earn \$9 a week, while an experienced one will earn as much as \$18 a week.

It is a common thing for starchers in the different laundries to earn \$12, \$13, \$14, \$15 and \$16 per week. In the collar laundry of Cluett, Peabody & Co., where the strike began, all the hand starchers for the four weeks immediately prior to the strike actually received in cash an average of \$13.35 per week, while the average pay of the starchers after the machines was \$13.55 per week. These sums cover the average amounts paid all the starchers, whether they worked a full week or not and whether they were experienced starchers or not. These amounts were paid after all deductions were made for poor or imperfect work, and it seems to us that they are in themselves an all-sufficient answer to the many erroneous statements which have been made that the employees, through a so-called system of docking, have been unjustly deprived of the fruits of their labor.

It will be seen, too, from the above, that the average earnings of starchers after the machines are better than of those who starch entirely by hand.

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The manufacturers do not begrudge the earnings of the starchers in their laundries, though it is the fact that the starchers can earn nearly double what is earned for similar work in other cities. We believe that the employees in the collar industry of Troy are the highest paid female labor in this country.

4. No reduction in prices for starching was contemplated, and the claim that changing from hand starching at 4 cents to starching after the machines at 2 cents reduced the earnings of the starchers, is shown to be false.

5. Rules: Starchers were not subjected to oppressive rules.

In the running of factories where thousands of persons are employed, it is necessary, as everyone will concede, that some rules should be enforced for their efficient management; but the members of this association have been ready at all times and are ready to-day, to give a hearing to any of their employees who desire to prefer any grievance, or make claim that any rules operate harshly and to adjust the same in a fair and equitable manner.

6. As to the hand starchers of Cluett, Peabody & Co. being unable to obtain a hearing, it should be said that the starchers stopped work without assigning a reason, and that a director of that company informed them if they would go on with their work he would, within a half hour, listen to any grievance they might wish to present. When work was offered them it was refused, and they left the premises, the superintendent informing them that they were not dismissed, but were leaving of their own accord.

As for hours of labor they range from 8 to 10 daily and rarely exceed fifty hours per week.

Not only do the starchers in Troy receive larger compensation than is paid in other cities of the country, but the workrooms are generally light and airy and the sanitary conditions excellent.

It has been stated that "eleven starchers were dismissed by Cluett, Peabody & Co., though they were induced to leave steady employment elsewhere on the promise of having work permanently." This is not the fact. When those eleven starchers were employed, it was with the distinct understanding that the work given them was only temporary. At an early stage of the strike that company expressed its readiness to take back these girls. The company's proposition was declined.

Many mis-statements and misrepresentations have been made in regard to the treatment of employees and the conditions of labor in the laundry departments. Some of them are answered by the facts above stated; others are so trivial or ridiculous that we deem them unworthy of reply.

About a week after the beginning of the strike Cluett, Peabody & Co. received a call from the president of the Central Federation of Labor and George Waldron, who claimed to represent the starchers' union. In the interview with these representatives the conditions were fully discussed, and it developed that the strike was not against the machines or against the prices paid, but the labor representatives stated it was because of a fear on the part of the starchers of a reduction in prices. As above stated, such fear was groundless.

On May 4 this association published the following notice:

"The following action was unanimously taken by the Collar and Shirt Manufacturers' Association of this city, at a meeting held Wednesday afternoon, May 3, 1905:

"Whereas, The strike at the factory of Cluett, Peabody & Co. has been brought to the attention of this association, and has resulted in disorder and

violence, and in bodily injury to many employees, and threatens to cause great loss to all business interests of the city and possibly to involve the entire collar industry, it is therefore.

*"Resolved,* That if the said employees will return to work in the factory of Cluett, Peabody & Co. by Monday morning, May 8, that this association will receive a committee of said employees on Tuesday, May 9, at 10:30 a. m. at their rooms in the Y. M. C. A. building, First street, and investigate the cause of the existing differences and endeavor to adjust them on an equitable and satisfactory basis.

*"COLLAR AND SHIRT MANUFACTURERS' ASSOCIATION."*

The former employees did not return to work and did not accept this invitation of the association.

On May 12, about two weeks after the starchers left their work, Cluett, Peabody & Co. were waited upon by some of the starchers formerly in their employ, at which time a demand was made for an advance in prices for starching. The request was denied and the starchers informed that they were already earning from 50 to 75 per cent more than starchers in other cities. At this interview Cluett, Peabody & Co. offered to take back all the starchers, including the eleven who had been laid off, notwithstanding that since the strike began every effort had been made by the starchers to interfere with the business of that company and many acts of violence had been committed. The starchers declined the offer.

This association investigated the conditions existing and determined that there was no justification for the strike, and on May 15 adopted the following preamble and resolution:

*"Whereas,* The hand starchers in the employ of Cluett, Peabody & Co. left its factory on April 27, 1905; and

*"Whereas,* The said company was able to and did continue the operation of the collar laundry department of its factory until acts of violence resulted in such intimidation to the employees remaining at work in that department as to necessitate its being shut down, and said department has been idle for upwards of fifteen days; and

*"Whereas,* This association vainly tendered its kindly offices to the former employees of Cluett, Peabody & Co., in the hope that the difficulty might be adjusted; and

*"Whereas,* It is a self-evident fact that if Cluett, Peabody & Co. cannot launder their work, it must of necessity be obliged to close the manufacturing departments of its factory, thus forcing thousands of other employees out of work, resulting in enormous injury to the business interests of the city and entailing loss of wages and consequent suffering to many employees who desire to work; and

*"Whereas,* We deem it but right and just to them, as well as to the city at large, that the entire collar department of Cluett, Peabody & Co. shall not be shut down by reason of the existing conditions; therefore

*"Resolved,* That we divide among the laundries owned by members of this association an equitable proportion of the collars and cuffs of Cluett, Peabody & Co. and that the executive committee be instructed to arrange for such division of said work, and to place the work in the various laundries on Wednesday morning, May 17, unless the differences shall be adjusted by that time."

When the work was offered to the starchers in the laundries of the members of the association they declined to do it, and in every case left the premises.

Owing to assaults, intimidation, riots and disorder, the manufacturers were unable, for several months, to reopen their collar laundry departments and were compelled to have the work sent to other cities to be laundered. At the present time several of the collar laundries are being operated, but in

no case with a full force, because many starchers who desire to resume work are deterred from doing so, owing to the fear of bodily injury.

Since the beginning of the strike many assaults have been committed on innocent victims, and defenseless women have been struck down and seriously injured, their only crime being their desire to earn an honest livelihood. Loss and suffering have been brought home not only to the starchers, but to employees who outnumber the starchers by about three to one, and who have been idle because their work was dependent upon the running of the collar laundry departments.

Nearly all the members of this association have found it necessary to establish plants in other cities, and this gain to other cities of course means a corresponding loss to Troy.

From these facts it will be seen that there was no justification whatever for the strike, which was instigated by outside parties who hoped to profit by it and did not have the interests of the starchers in view, but were seeking their own personal advantage.

As to the attitude of the collar and shirt manufacturers towards organized labor, it has been the same for nearly twenty years, the manufacturers conceding the right of their employees to belong to labor organizations or to refrain from so doing, as they might prefer, the only requirements being that the employees should do their work satisfactorily and conduct themselves properly. In other words, it has been the rule of the manufacturers not to discriminate for or against labor organizations. To discriminate in favor of unions would be an injustice to the employees who do not belong to labor organizations, and in the collar and shirt industry of Troy not more than ten per cent are identified with such organizations.

It should be said here, that the manufacturers have no quarrel with unions or any member of them as such, and they simply insist upon the right for themselves, of employing any capable persons who wish to work, whether they happen to be members of a labor organization or not; and, for their employees, they insist upon the equal right to secure work without being compelled to join any organization.

From the date when the strike began to the present time, it has been the evident policy of the leaders of the strike to win by violence, threats and intimidation what they could not secure by fair and honorable means. How continuously this policy has been adhered to, the following list of outrages and disturbances will show, and it is only a partial record of events of this character:

A collar stacher employed by Cluett, Peabody & Co., on leaving the factory and attempting to take a street car was assaulted by a striking stacher, who struck, beat and otherwise maltreated her.

A mob in front of the factory of Cluett, Peabody & Co. assaulted several employees of that company as they left work for the day.

A woman employed by Cluett, Peabody & Co. was assaulted on leaving the factory and was so seriously attacked that had she not been rescued, she would probably have been killed. Later the house in which she resided, and which she owns, was daubed with paint and the words "Scab Headquarters" inscribed on the premises. Rocks, bricks and stones were thrown at the house and were thrown through the windows.

A woman left the street car to enter the factory of Cluett, Peabody & Co., and was immediately surrounded by a crowd and severely beaten with sticks and umbrellas. She was finally rescued by two special officers connected with the factory.

An employee in the stock room of the Searle Manufacturing Company was stopped by striking employees as she was going to work. She was seized by the sleeve of her jacket; the sleeve was pulled out and she was otherwise assaulted and abused.

An employee of the United Shirt and Collar Company was stoned and violently assaulted while drawing coal, by a number of women, striking starchers and their sympathizers.

One of the employees of the United Shirt and Collar Company was assaulted and so injured as to be unable to work for three or four days.

An employee of the United Shirt and Collar Company when leaving the factory was stopped by striking starchers and threatened with death if she did not stay out of the shop. Later one of the starchers said she would knock her—out of her if they heard she was doing their work.

An employee of the Searle Manufacturing Company makes affidavit that she received a telephone message at the factory from the president of the Collar Starchers' Union, threatening her that unless she gave up her employment she would not be able to live in the city.

An employee of the Searle Manufacturing Company was held up by three of the striking starchers, and in consequence of their threats she was compelled to give up her work.

Another employee of the same company was followed to her home and was threatened to such an extent as to be made ill. She desired to return to work, but was prevented through fear of bodily injury.

Another employee of the same company was stopped on the street near the factory by women, one of whom said that they were a committee appointed by the starchers to prevent persons from going to work, and that if she continued working she would suffer the consequences, and would be followed by a crowd and called "scab" and other names.

A young woman while on her way to the factory of Cluett, Peabody & Co. was beaten in a shameful manner, being repeatedly hit on the head and body with an umbrella. Clothing which she carried was taken from her and torn and thrown away. She was taken to her home in a carriage, and while on the way she was still further assaulted and called vile and indecent names.

Two of the employees of the United Shirt and Collar Company were accosted by striking starchers and told not to go near the factory again, one of the women saying, "We will shoot you."

During September, on several occasions, the houses of a number of women, who were thought to be engaged in collar laundry work, were visited by mobs of men and women, some of the latter wearing masks, and acts of violence were committed and vile names called. Sometimes these gatherings would last until the early morning hours, many innocent women suffering from fright, while some received serious bodily injury.

An employee of Cluett, Peabody & Co., on leaving the factory late in the afternoon, was attacked by striking starchers and followed some distance, when she was struck and kicked repeatedly. Her hat was torn from her head



and thrown in the street, and her hair pulled from the roots. Her injuries were found to be so serious that she was conveyed to the hospital, which she was unable to leave for seven weeks.

Deputy sheriffs of the county, engaged in protecting employees going to their homes, were viciously assaulted and seriously injured.

Street cars were stopped and persons who were at work for members of this association were removed and had to seek refuge in stores, residences and station houses from the assaults of riotous assemblages.

Teamsters driving teams of the manufacturers from the factories to the freight houses and return were followed by strikers and their sympathizers and were hooted, jeered and assaulted.

The express companies were not allowed to do business with the factories for two days, and the representative of the starchers then promised that the employees of the companies would not be interfered with further.

Crowds of persons, at times numbering hundreds, assembled around the factories, acting in a riotous and disorderly manner, terrifying those who remained at work and intimidating those who wanted to go to work.

A system of picketing and patrolling was inaugurated and a reign of terror put in force to prevent persons from taking the places of the strikers and to paralyze the business of the manufacturers by forcing out some of the employees in other departments.

It has been unsafe for the manufacturers to send out their goods from the factories to freight depots or to receive merchandise shipped to them, unless the teamsters were accompanied by members of the police force to protect them from violence, and that is the case up to this day.

Such a record might well excite the indignation and alarm of all good citizens concerned for the prosperity and good name of the city.

A careful consideration of the facts stated will show that the strike was entirely unjustifiable, and therefore could not and cannot possibly be the subject of compromise or arbitration. The starchers were not dismissed, but left without provocation and have remained away ever since, though they were given the opportunity to return and their alleged fears were shown to be groundless.

The collar laundries of the members of this association have been and now are open to such of the former employees as are needed, and we feel certain that if they were relieved of intimidation, of fear of bodily injury and unlawful pressure, they would resume their work in considerable numbers, greatly to their own advantage and to the benefit of every interest in the city of Troy.

Very respectfully,

COLLAR AND SHIRT MANUFACTURERS' ASSOCIATION.

CLUETT, PEABODY & Co.

UNITED SHIRT AND COLLAR Co.

GEORGE P. IDE & Co.

VAN ZANDT, JACOBS & Co.

INTERNATIONAL SHIRT AND COLLAR Co.

TIM & Co.

HALL, HARTWELL & Co.

SEARLE MANUFACTURING Co.

*Executive Committee of said Association.*

The only deduction possible from the foregoing is, that while the Union was willing to submit the questions in dispute to arbitration, the Collar and Shirt Manufacturers' Association was not. It is only fair to state that this attitude on the part of each of the organizations has been maintained throughout this dispute. At the same time we desire to point out the fact that the Manufacturers' Association seems to have lost sight of the original and direct cause of the stoppage of work, which was the refusal or failure of one of its constituent members to meet a committee of its employees.

Without in any way attempting to discuss or pass on the merits of the several claims or contentions of either party, we call attention to the fact that the Manufacturers' Association has contended from the beginning of this dispute that, owing to either a rule or law of its own, it was not in a position to deal with organized employees. Such being the case, the situation resolves itself into a condition where an organized body of employers cannot deal with a body of its organized employees. The result must be to render both of them impotent so far as regulating terms and conditions of employment are concerned.

The failure of all efforts toward conciliation was especially deplored by citizens of Troy, because it resulted in the sending away from the city of the laundry work of the eight firms involved in the dispute, who for a considerable period abandoned all efforts to operate their laundry departments in the Troy factories. In addition to the 640 striking starchers, 1,600 other laundry workers were thus rendered idle. Under date of January 15, 1906, one of the firms, the International Shirt and Collar Company, reported the resumption of operations in its starching department with approximately the same number of employees (42) as before the strike. At that time the other firms were making no effort to operate their laundry departments in Troy, although they were running full handed in other departments. A month later (February 19) the firm of Van Zandt, Jacobs & Company resumed operations in its laundry department, and early in March there was a general resumption. An investigation by a representative of the Bureau prior to the 10th of March revealed the presence of 133 men and 311 women in the starching departments of the eight factories,—a total of 442, as compared with 640 women and girls before the strike. A majority of the firms were employing as many starchers as before the strike, the difference between the two totals being

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almost entirely due to the fact that one firm was transferring work to its Albany branch and another to its new laundry in Rochester.

Although the 133 male starchers are all new employees, many of the 311 women and girls were formerly employed at the same work. Contradictory statements are made as to the conditions on which they returned to work. The International Shirt and Collar Company reported that its former starchers applied for work in response to a public advertisement and that they were taken back as individuals. On March 17, according to reports from both sides, the firm of Tim & Co. agreed to re-employ its former starchers on March 22, although their places had already been filled. The union representatives still regard the strike as in existence and are still paying strike benefits to about 175 members.

The amount of time thus far lost in this dispute cannot be determined with any exactness. The best information available on this point is that furnished by the officers of the starchers' union to a representative of the Bureau of Mediation and Arbitration in several interviews at different times. The 1,600 employees indirectly affected by the disputes lost, it is estimated, an average of 4 weeks each or a total of 38,000 days. Of the strikers (640 in number), 165 of whom went out on April 27 and the remaining 475 on May 16, it is known that 113 had found other work before the end of September, and their average loss of time is estimated at 60 days each, while 527 others were reported as idle up to the end of September (72,000 working days). From October 1 to January 1 the average number of strikers idle, that is, the number receiving strike benefits, is reported as 300, while the average number idle from January 1 to March 17 is put at 175 (33,700 days). This would make the total time lost by the strikers up to the 17th of March 144,000 days.

The starchers' union reports that up to March 17 strike benefits amounting to \$33,056.46 had been paid, and other strike expenses to the amount of \$1,213.25.

#### MISCELLANEOUS TRADES.

##### BAKERS AND CONFECTIONERS, NEW YORK CITY.

The enforcement of the bake shop law of 1895, which limited the hours of work to ten per day and required certain sanitary conditions in bakeries, has always been peculiarly difficult in

the numerous small Hebrew bakeshops of the lower East Side in New York City. Several facts combine to make this true, notably the large number of such establishments, their small size as a rule, their frequent location in basements where it is difficult to secure the proper sanitary conditions and the fact that they are scattered among the tenements away from the manufacturing districts, all of these circumstances combining to lend force, with reference to their particular field of work especially, to the long-standing complaint of the insufficiency of the force of inspectors at the service of the State factory inspector to do the work imposed by law upon that officer.

One result of this condition of things has been that the bakers' unions have been compelled to resort to strikes to secure for themselves the conditions specified in the bake shop law. The reports of the State Bureau (or former Board) of Mediation and Arbitration contain records of several such strikes in New York City. Thus in 1899 (Report p. 66) 300 Hebrew bakers in 140 shops struck to enforce, among others, a demand for the ten-hour day; in July, 1900 (Report p. 75), between 900 and 1,000 Hebrew bakers in 200 shops struck for ten hours per day and in December of the same year (Report p. 76) there was a strike of Hebrew bakers, involving some 1,600 men, with shorter hours and better sanitary conditions included in its objects; in 1901 (Report p. 60) 200 bakers went out to reduce hours from 16 to 10 per day; and in 1902 (Report p. 90) 35 struck for 60 instead of 66 hours per week. The reports indicate, it may be added, that these strikes were for the most part successful.

Whatever moral advantage the unions may have enjoyed in these earlier contests from the fact that they were to a considerable extent contending only for what the law prescribed, was lost to them this year, so far as hours of work are concerned, by the decision of the United States Supreme Court in April declaring the ten-hour provisions of the bake-shop law unconstitutional (see Bulletin of the Department of Labor No. 25, June, 1905, p. 183), and in view of this decision it is not surprising to find in the record of disputes this year two strikes of the New York City Hebrew bakers in which the question of hours of labor was the leading issue.

The first and less important of the two occurred on May 5 when 360 bakers employed in 62 shops struck for the ten-hour day and recognition of the union. This strike resulted in a complete victory for the union, since between the 15th and the

20th the union agreement (reprinted in Section IV) was signed by all of the employers affected.

Not so successful was the far larger dispute which began on August 4 and ended August 21, 1905, and which was very general among the Hebrew bakeries of the East Side, directly involving as strikers 1,165 bakers, besides throwing out of employment 500 carriers and deliverers. The strike, in substance, was for the ten-hour day, better sanitary conditions and a uniform wage scale. The employers not only refused concessions on these points, but declined to deal with the union and endeavored to establish "open shops" by employing non-union bakers, the result being clashes between strikers and non-unionists with consequent arrests for rioting.

A representative of the Bureau of Mediation and Arbitration took an active interest in the strike, spending several days working with each side in an effort to restore industrial peace in this trade. Although the master bakers were outspoken in their aversion to treating with the union, the Bureau's representatives succeeded on two occasions in having them appoint a committee to confer with the unions, only to have the proposition which was favored by the strike committee rejected when submitted to the unions at their meetings.

A conference of the parties, with which the Bureau's representative had an indirect connection, though not as an active participant, was finally brought about by unions in other trades, but this also failed to settle the controversy. The experience of the representative of the Bureau of Mediation and Arbitration in negotiations connected with this dispute led him to report that "this case was an example of the crying need for more factory inspectors in New York City. With the force at hand it was impossible for the Department to determine the truth or falsity of the rumored unsanitary and unhealthful conditions of the bakeshops."

The result of the strike was success for some of the strikers but defeat for a majority of them. Of the 255 master bakers involved in the dispute 126, employing 465 journeymen, signed the union agreement. Forty of these shops were members of the Master Bakers' Association, but the settlements were made in each case with the individual employer. In the remaining 129 bakeries the strike was a complete failure, the employers not only refusing any concessions on the original points in dispute but

successfully establishing "open shops." Of the 700 strikers in these, only 200 secured re-employment, the remaining 500 being displaced by non-union workmen. One effect of the defeat in these shops was to undo part of the victory which was gained in the strike in May, since a number of the shops which then signed the union agreement established "open" shops during the August dispute.

#### BLACKSMITHS' HELPERS, NEW YORK CITY.

In September a dispute arose at the McDougall & Potter Iron Works, New York City, over the employment of a helper at less than the union rate of wages. The seven regular blacksmiths' helpers employed by the firm, all members of the helpers' union, demanded that a newly employed helper, who was not a member of the union, be either discharged or paid the union rate of \$2.15 per day, instead of \$9 per week which he was receiving. The company refusing, the helpers struck on September 12 and were supported by the firm's five blacksmiths, who went out in sympathy, although the 25 other employees (machinists, iron workers, etc.) were not affected.

Negotiations for a settlement of this dispute were conducted on behalf of the employers by representatives of the New York Metal Trades Association, of which the McDougall & Potter Company was a member, and for the employees by representatives of the Blacksmiths' Helpers' Union, Local No. 1. Several conferences were held in which a representative of the State Bureau of Mediation and Arbitration was invited to participate, but no settlement could be effected by conciliation. Finally the New York Metal Trades Association voted to refer the dispute to the arbitration of the State Mediator of Industrial Disputes. To this the helpers' representatives agreed. Upon investigation as to the rates of wages paid blacksmiths' helpers in New York City, and especially by the firms in the Metal Trades Association, the Bureau's representative decided that the helper in question should receive \$2.15 per day, which was found to be the prevailing rate for the class of work he was doing. This decision was promptly accepted by the employers, with the result that the strike was declared off on September 25, and work was resumed on the following day.

Taken by itself, this dispute was unimportant, involving, as it did, but 12 men and lasting only two weeks. Its significance was greatly increased, however, by the reason of the fact that it occurred just when negotiations were in progress for a new

agreement for shipyard blacksmiths between the New York City blacksmiths' unions and the Metal Trades Association, and temporarily interrupted those negotiations, and also because there was great danger that the dispute would spread to all the firms in the Metal Trades Association. The dispute is notable also as the first one submitted to arbitration by the State Bureau of Mediation and Arbitration since 1902.

#### BRICKMAKERS, HUDSON RIVER YARDS.

The immense building operations carried on in New York City in the past few years have given such an impetus to the manufacture of brick along the Hudson River, whence the metropolis draws its supply, that the value of the output of common brick in this State increased from \$5,274,356 in 1899 to \$7,234,876 in 1904; and of the total product of all building brick, 78 per cent (\$5,846,097) was produced in the Hudson River valley. Prices have also ranged high, having averaged \$5.67 per 1,000 common brick in 1904. Early in 1905 it became evident that the workmen in the brickmaking region, although unorganized, realized the existence of this prosperity and determined to share in it. The events that took place at the opening of the season demonstrated that the employers likewise believed that something was due the workmen, for with few exceptions they granted an advance in wages voluntarily or without serious resistance.

The first evidence of this sentiment existing was that when the yards at George's Island and Verplanck's Point were started up early in April, the employees, without a demand being made or one intimated, were given a general advance in the wage scale of 12½ cents per day.

The leading center of the industry in the State is at Haverstraw. On the opening of the season there—about the middle of April—one of the large yards, with the view of securing good men, quietly gave an advance of wages. When this fact became known to the workmen in the other yards then in operation, there was a cessation of work for a few hours in some of them, and a request made of their employers for a like advance. This was immediately acceded to and the men resumed work. Afterwards as each yard in the district started, advances were made in the wage scale until the employees of every yard in the district were given the advance. This was generally 10 cents a day, some yards gave a raise of 12½ cents, and in a few of the yards 19 cents a day was given. The latter advances were in yards

that had a lower scale and accordingly served to bring the wages up to about the scale of the others. The only strike here was one on the part of the boatmen and cooks employed on brick barges, who protested against working in the brickyards without extra pay. They were out from May 3 to June 6, when the employers conceded their original demands and also advanced their wages, corresponding to the increase granted to brick-makers.

The agitation extended up the river and on May 1, about 1,700 men employed in the 14 brickyards of Fishkill Landing, Chelsea and Dutchess Junction ceased work to back up a demand for a general increase in wages of 25 cents a day. The strike began when 75 "brickyarders" started from the Budd yard, south of Fishkill Landing, and marched north, closing the yards and gathering recruits from them as they proceeded, until there were 1,000 men in the crowd, which was composed of Italians, Polanders and Slavs, with a preponderance of Syrians. There was no violence excepting at the Leahy yard, where one man, who refused to join the strikers, was severely beaten. At a conference of the employers concerned, held the following day, it was agreed to offer an advance of 10 cents a day, but this the workmen refused to accept. The next day the employers met again and agreed to offer an advance of 20 cents a day, which was accepted by the men, who returned to work May 4.

A few days later (May 7), 186 men employed in the 3 brickyards in New Windsor (Orange county), across the river from Dutchess Junction, demanded a similar increase of 20 cents a day. The employers after a brief conference acceded to the request and the men resumed work the following day.

About the middle of May the Brigham Bros. Brick Co. of East Kingston gave a voluntary general advance of 15 cents a day to their workmen and this advance was immediately followed by the other 8 yards in the district doing the same, although in 3 of them the advance per day was but 10 cents. Contemporary with the change of wages in the East Kingston district the Empire Brick & Supply Co. of Glasco, Ulster county, gave a voluntary general advance of 10 cents per day.

The same week (May 12), 200 brickmakers employed in a yard at Coeymans, Albany county, struck for an increase of fifteen cents a day and the following day obtained an advance of five cents for sanders, truckers and wheelers, and twenty cents for pit shovelers.



Learning of the advances in brickmakers' wages down the valley, the 400 employees of the Empire Brick and Supply Co. of Stockport, Columbia county, on May 23, struck for an advance of 25 cents a day. The strikers were nearly all Italians and negroes. The latter were turbulent and engaged in some fighting among themselves with the result that one man was shot in the arm and another was cut with a knife, though not seriously. On May 25, the president of the company visited the yards and granted a general increase of 10 cents per day, whereupon the following day the men resumed work. There was no demand in the adjoining yard—the Cary Brick Co.—nor any advance, as this company's wage rate was satisfactory and its men are employed the year round, the brick being dried by steam, the operations thus becoming independent of the weather.

[For additional information as to advances in wages in the Hudson River brickyards, see the pertinent chapter of the current report of the Bureau of Labor Statistics.]

#### CEMENT WORKERS, GLENS FALLS.

Under the stress of falling prices for Portland cement during 1903-4, the Glens Falls Portland Cement Company was re-organized in the early autumn of last year, and the new management proposed to lower the cost of production by introducing a new and labor-saving type of rotary kiln and by reducing the wages of burners and helpers. The latter proposition met with strong opposition on the part of the employees and the resulting deadlock over this question led to the continuation throughout the winter of a shut-down of the mills which had occurred in November on account of a short coal supply. Although the dispute apparently never became so acute as to preclude negotiations between the parties, it was not until February, 1905, that either side was willing to make sufficient concessions for a working agreement. Then the need of work by the employees coupled with a conviction that the company was acting in entire good faith in insisting that the reduction in wages was necessary for the successful operation of the plant, induced the committee representing the Cement Burners' Union No. 8767, A. F. of L., to accept the reduction of 25 cents a day proposed by the company. The latter, for their part, agreed to guarantee the men steady employment for ten months, except as causes beyond their control might prevent. These terms, together with a provision for arbitration of future differences, were embodied in an agreement signed Feb-

ruary 10, under which the mills resumed operation near the end of March. The agreement may be found in section IV.

MAIL WAGON DRIVERS, NEW YORK CITY.

On September 6, the 150 drivers of the New York Mail Company, who are organized as Local No. 537 of the International Brotherhood of Teamsters, struck to enforce a demand for an increase in wages of 40 cents per day and reduction of hours from 12 to 11 per day. The rates of wages before the strike were \$1.50 for single wagon, and \$2 for double wagon drivers.

In the course of the dispute many conferences between representatives of the parties were held, but both sides were persistent in their respective positions and these conferences ended in failure so far as settlement of the controversy was concerned. Finally, however, a representative of the State Bureau of Mediation and Arbitration, who had kept in touch with the situation, arranged a conference between the postmaster of New York City and the president of the New York council of team drivers' unions, which resulted in an agreement between the Mail Company and the Mail Wagon Drivers' Union. Under this agreement there was a compromise advance in wages of 25 cents per day for the 50 double wagon drivers and of 15 cents per day for the 100 single wagon drivers. The hours of work for all were reduced to 11 per day as originally demanded. In accord with the agreement the strike was declared off and the drivers resumed work on September 30. According to a report from the union, the men's loss in wages during the strike was \$5,250, while \$2,250 were expended in strike benefits and assistance.

FOUNDRYMEN'S HELPERS, NEW YORK CITY.

This strike was called by the foundrymen's helpers on June 8, 1905, to enforce a demand for an increase of the minimum wage from \$1.75 to \$2 per day, and was directed against the New York and New Jersey Foundrymen's Association. A conference was arranged by State Mediator Hawthorne between a committee of labor men representing the union, but not members of that particular union—as at that time the employers refused to meet the representatives of the striking union—and a committee from the employers' association. This conference first met on July 14th, and no agreement was reached. The parties met again on July 17th, and, after a long debate, the committee of the employers agreed to report back to their Association and recommend that a

vote be taken by the Association to determine whether or not they would agree to increase the wages of the strikers to \$1.90 for efficient men, new men to start at \$1.75 until efficient—the compromise figures now offered by the union. On the advice of the State Mediator, who was present at all the conferences and took an active part, the international president of the foundrymen's helpers, Frank McArdle, ordered the strikers back to work pending the result of the vote to be taken by the employers. This order took effect July 17, 1905. Owing to the season of the year, the employers claimed that they could not get a quorum of their members together, and the matter dragged along for some time, until the State Mediator, about the middle of August, induced the employers' association to send a letter to each of its members, asking them to send in their decision by mail. This again proved unsuccessful, the association stating that it had received but a small percentage of answers, many of these being indefinite in character. In the meantime, the State Mediator experienced the greatest difficulty in inducing the strikers to remain at work, but succeeded in doing so.

Finally, after much persuasion and a great deal of hard work, the State Mediator induced the Foundrymen's Association to call a meeting on November 20th, at which meeting the members refused to grant any general raise in wages to the helpers, but the Association passed a resolution by which it recommended to its members that they raise the wages of those of their helpers whom they considered worthy of increase, but not mentioning any specific rate.

There were about three hundred men involved in this strike directly, and in addition to this the strike forced out of employment in all about three hundred molders. As non-union men were put on and as some of the men were ordered to return to work before the general order of July 17, the average of time lost to the molders was two weeks per man.

#### PAPER BOX MAKERS, NEW YORK CITY.

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A strike, not conspicuous for numbers involved, but notable for the loss of 10,000 days of working time as the result of its continuance for three months was that of the paper box makers employed by M. Cohen and Brother at 184 Bowery, New York City. The dispute began on October 11, 1904, and directly involved 120 out of the 165 employees of the firm, 65 of the strikers being girls or young women. According to the reports secured

by the Bureau of Mediation and Arbitration the chief subject in controversy was the recognition of a newly organized union among the employees, though according to newspaper report the occasion of the controversy was a proposed cut of ten per cent in the piece rates paid.

During the early stages of the dispute at least there were negotiations between the firm and a committee of strikers with a view of a settlement, but these proved fruitless. Thereafter the employer turned his efforts toward securing new hands, while for the employees the contest became one of endurance and of effort to win over to their side such new workers as were disposed to enter the firm's employ, the result being, as so often happens in such cases, clashes between the two, arrests, and various charges and counter-charges of assault.

Notwithstanding the imperfect organization of the strikers they succeeded in maintaining the struggle for three months, standing well together, it appears, throughout that time and receiving some outside financial support, chiefly from the Woman's Trade Union League of New York City. In the end, however, the test of endurance went against them and finally on January 16, 1905, the strike came to an end with a return of the strikers to work as individuals on the employers' terms.

#### RAPID TRANSIT RAILWAY EMPLOYEES, NEW YORK CITY.

A general strike of practically all the employees on the elevated and subway lines of the Interborough Railway Company in New York City was instituted at 4 A. M. on March 7. About 5,200 men went out, including 4,400 union and 800 non-union workers. Of the former, 600 motormen were members of local lodges of the Brotherhood of Locomotive Engineers or Brotherhood of Locomotive Firemen, while the remainder included 1,200 station employees, 200 tower and switchmen, 300 trackmen and 2,100 trainmen belonged to local union of the Amalgamated Association of Street and Electric Railway Employees of America. These figures are based mainly on information furnished by the local unions, the company having declined to supply the detailed information on this point requested by the Department.

The alleged causes leading up to or causing the strike are somewhat contradictory, both the employing corporation and the representatives of the unions making the claim that the other party had failed to live up to the existing agreement. On three previous occasions within the past three years, the relations be-

tween the employing corporation and employees on this property had nearly resulted in strikes. At the time of the substitution of electric for steam motive power in 1902, after negotiations covering several months, the following agreement was entered into between the employing corporation and the Brotherhoods of Locomotive Engineers and Firemen:

*An agreement between the Manhattan Railway Company, leased lines and branches and engineers, firemen and motormen employed on same; and we, the engineers, firemen and motormen, do hereby agree to strictly adhere to all clauses and articles in the following contract and agreement when signed by the representative of the company and our representatives.*

**FIRST.** That nine hours or less shall constitute a day's work on all lines of said company; all over nine hours to be paid for pro rata for each and every hour or fractional part thereof, viz: For ten minutes or more after each hour, one-half hour's time shall be allowed; and for thirty minutes or more, one hour. That all motormen shall have a relay of not less than fifteen minutes between each trip at northern terminals on eastern division and at northern terminals on western division of their runs, and take out the following trains at the southern terminals. When headway is six minutes or over, take out same train; when less than six minutes, take following train.

That the relieving points on the eastern division shall be at One Hundred and Twenty-ninth street, One Hundred and Seventy-ninth street, or Bronx park; western division, Sixth avenue, One Hundred and Fifty-fifth and Fifty-eighth streets; Ninth avenue, One Hundred and Thirty-fifth street and Fifty-ninth street for midnight runs only.

**SECOND.** All engineers assigned to motors shall receive \$3.50 per day.

**THIRD.** The time of motormen to commence from the time they report on the structure, viz: fifteen minutes before they are scheduled to leave.

**FOURTH.** The oldest engineer in the service of the company to have preference in runs, provided there be a vacancy, and shall have the privilege to trade runs with each other, when it is satisfactory to both parties concerned, for a temporary accommodation of a period of ten days; oldest engineers to be considered oldest motormen.

**FIFTH.** Any motorman completing an unfinished day for another excused from duty shall receive pay per hour for the same as per classification.

**SIXTH.** All motormen ordered to report for duty shall receive one-half day's pay for the same, provided he is not held for duty more than four hours, and shall receive full day's pay for the same if sent out on the road according to classification.

**SEVENTH.** All motormen promoted by the company from firemen to motormen shall receive \$3 per day for the first six months, \$3.25 for the ensuing six months, and after having run a motor one year shall receive first-class pay, viz.: \$3.50 per day, 365 days running a motor to constitute one year. That the company shall find employment for as many firemen as possible, and they shall be in line for promotion to motormen according to seniority.

**EIGHTH.** That there shall be as many straight runs as possible on all schedules. All swing runs shall be completed within twelve hours and

fifteen minutes; no swing runs to be made between 9 P. M. and 7 A. M. No motorman shall be required to do part of his day's work on an engine or an engineman on a motor. That any swing of an hour or less shall be considered continuous time, and no motorman shall be required to report more than twice in one day.

NINTH. Any motorman having completed his day's work as per schedule if required to make another trip shall be paid a half day's pay.

TENTH. No motorman shall be required to make any overtime except in case of emergency. In such cases he shall be paid as in section 1. Any motorman making a special trip shall receive a half day's pay for the same; if required to make more than one trip he shall receive a full day's pay.

ELEVENTH. That on all new schedules motormen shall be marked up as near as possible on the same runs they had on previous schedules; the schedules to run one week and then to be thrown open and all motormen allowed a choice as per seniority, and should any vacancy occur after such choice the run shall be advertised, within five days, on the bulletin board for twenty-four hours, and the oldest motorman bidding for the same shall receive it, but no more than one change shall be allowed on such vacancy. When changes affect five or more runs the schedule shall be thrown open and all motormen be allowed a choice. That in the programs adopted for Sunday and holidays there shall be an equal distribution of the work among all motormen assigned to regular runs. That all motormen putting in their bids for work on their Sundays off shall have preference of runs according to seniority. Extra men shall have preference of work, but not runs.

TWELFTH. Any message sent by letter or telegraph notifying the proper officials of sickness, reporting for duty, or asking to be excused from duty, that such telegram or letter shall receive proper attention. That any motorman oversleeping shall report in person not later than 9 o'clock A. M. in the day.

THIRTEENTH. That no motorman be required to jump another, except to keep them in their places. That all motormen relieving another shall be allowed ten minutes between reporting and relieving time.

FOURTEENTH. That a working schedule shall be posted with all new schedules. It is understood that special holiday schedules do not include Saturdays or Sundays, unless Saturday should be a special holiday.

FIFTEENTH. No motorman shall be discharged for serving on any committee, or shall be discharged or suspended for any cause whatever without first having a fair and impartial hearing. If suspended he shall receive full time and pay for such suspension if exonerated from blame. That a committee representing the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen shall be recognized in adjusting all grievances between the company and its motormen, and the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen shall have the privilege of examining the minutes of investigations if so desired—that is to say, if a motorman is aggrieved he will have the right to have his grievance presented through the committee representing the organization of which he is a member. If the said committee fails to adjust the grievance, then the full committee representing the motive power department will be convened for the purpose of adjusting the said grievances.

SIXTEENTH. All motormen shall be kept on their regular runs as near as possible.

SEVENTEENTH. The company shall furnish sufficient extra motormen at all reporting and relieving points to insure motormen being relieved on schedule time and to excuse regular motormen when they desire to lay off.

EIGHTEENTH. That all engineers hired from other roads as motormen shall receive \$3.25 per day for the first year and \$3.50 per day thereafter.

NINETEENTH. So long as the company runs an engine the present engine agreement shall be in full force and virtue.

TWENTIETH. Motormen shall report to, and receive their instructions from, motor instructors. Motor instructors shall have full authority to place and excuse motormen and generally fill the position of engine dispatcher.

TWENTY-FIRST. Motormen shall have charge of, and be responsible for designation signals.

TWENTY-SECOND. Motormen shall lay up trains.

TWENTY-THIRD. After all engineers have been provided for as senior motormen then all firemen who have qualified as engineers shall be rated as senior motormen.

All firemen who were in the service of the company January 1, 1902, and have not qualified as engineers shall be in line for promotion to yard motormen in accordance with seniority.

Firemen to have preference in filling vacancies to position as switchmen and motor-switchmen at highest rate of pay—\$2.10 per day, remaining in line for promotion to position of regular motormen.

Firemen shall be offered the position of regular guards as indicated by their seniority as firemen, and in line for promotion as conductors.

Twelve firemen promoted April 28th to be classed as senior motormen.

This agreement shall go into effect September 15, 1902.

MANHATTAN RAILWAY COMPANY,

By ALFRED SKITT, *Vice-President.*

WILLIAM L. JENCKS, *Chairman, B. of L. E.*

HARRY B. PINNEY, *Chairman B. of L. F.*

JOHN W. SMITH, *Secretary B. of L. E.*

EDWIN R. WELLS, *Secretary B. of L. F.*

In the meantime the Amalgamated Association of Street Railway Employees had succeeded in organizing local divisions of their organization, which included the major portion of all employees in the operating or train and station service, except motormen (engineers and firemen). This organization presented a schedule and agreement to the employers early in 1903, which provided for a considerable increase in wages and decrease in hours, and provided for general rules and conditions of employment. After much time spent in negotiation and conference, the whole proposition was rejected by the employers. On April 16, 1903, the members of the union were polled as to whether or not a strike should be inaugurated to enforce their demands. The result of the ballot was an almost unanimous vote in favor of a

strike. Before the strike became an accomplished fact, negotiations were reopened which resulted in a compromise settlement, carrying with it recognition of the union and an increase in wages varying from 3 per cent to 12 per cent, the men waiving the contention for the nine-hour day.

About this time or shortly thereafter, it appears that the local unions of engineers and firemen (motormen) and the local divisions of the Amalgamated Association of Street Railway Employees entered into a joint agreement or understanding to co-operate with each other in the making and adoption of working schedules between the unions and the employers. Consequently, some time previous to the opening of the subway system for public service in September, 1904, a joint schedule or agreement governing terms and conditions of employment was presented to the management. After negotiations covering over two months which necessitated the calling in of the national officers of the three organizations involved, the following schedule and agreement was adopted and entered into, September 9, 1904.

*Agreement, entered into this eighth (8th) day of September, by and between The Interborough Rapid Transit Company, relative to all its present and future subway lines, and its motormen employed thereon, and the Grand International Brotherhood of Locomotive Engineers, the Local Division thereof No. 105, the Brotherhood of Locomotive Firemen, the Local Lodges thereof Nos. 149 and 155, and the Amalgamated Association of Street and Electric Railway Employees of America, Local Division No. 392,*

*Witnesseth:*

ARTICLE I. That ten hours or less shall constitute a day's work on the subway lines of said company, all over ten hours to be paid for pro rata for each and every hour or fractional part thereof as follows: For ten minutes or more after each hour, one-half hour's time shall be allowed, and for thirty minutes or more after each hour one hour's time shall be allowed. That all motormen shall have a relay of not less than fifteen minutes between each trip at northern terminals of their runs, and at southern terminals, when headway is six minutes or over, will take out same train and when less than six minutes shall take out the following train.

ARTICLE II. That men promoted by this company to motormen shall receive \$3.00 per day for the first six months, \$3.25 for the ensuing six (6) months, and after having run a motor one year, shall receive first-class pay, viz., \$3.50 per day, 365 days running a motor to constitute one year.

ARTICLE III. The time of motormen to commence from the time they report on the structure, viz., 15 minutes before they are scheduled to leave.

ARTICLE IV. The oldest motormen in the service of the company to have preference in runs provided there be a vacancy and shall have the privilege to trade runs with each other when it is satisfactory to both parties concerned for a temporary accommodation of a period of ten days.



ARTICLE V. Any motorman completing an unfinished day for another excused from duty shall receive pay per hour for the same as per classification.

ARTICLE VI. All motormen ordered to report for duty shall receive one-half day's pay for the same providing they are not held for duty more than four hours and shall receive full day's pay for the same if sent out on the road according to classification.

ARTICLE VII. That there shall be as many straight runs as possible on all schedules. All swing runs shall be completed within twelve hours and fifteen minutes, no swing runs to be made between 9 P. M. and 7 A. M. That any swing of one hour or less shall be considered continuous time and no motorman shall be required to report more than twice in one day.

ARTICLE VIII. Any motorman having completed his day's work as per schedule if required to make another trip shall be paid one-half day's pay, providing it does not consume over four hours; if over four hours one day's pay will be allowed.

ARTICLE IX. No motorman shall be required to make any overtime, except in case of emergency; in such case he shall be paid as in Article I. Any motorman making a special trip shall receive a half day's pay for the same; if required to make more than one trip he shall receive a full day's pay.

ARTICLE X. That on all new schedules, motormen shall be marked up as near as possible on same runs as they had on previous schedules. The schedules to run one week and then to be thrown open and all motormen allowed a choice as per seniority, and should any vacancy occur after such choice, the run shall be advertised within five days on the bulletin board for twenty-four hours, and the oldest motorman bidding for the same shall receive it, but no more than one change shall be allowed on each vacancy. When changes affect five or more runs, the schedule shall be thrown open, and all motormen be allowed a choice. That in the programs adopted for Sundays and holidays there shall be an equal distribution of work, among all motormen assigned to regular runs. That all motormen putting in their bids for work on their Sundays off, shall have preference of runs according to seniority. Extra men shall have preference of work, but not of runs.

ARTICLE XI. Any message sent by letter or telegraph notifying proper officials of sickness, reporting for duty, or asking to be excused from duty; that such telegram or letter shall receive proper attention. That any motormen over-sleeping shall report in person not later than 9 o'clock A. M. the same day.

ARTICLE XII. That no motorman be required to jump another, except to keep them in their places. That all motormen relieving another shall be allowed ten (10) minutes between reporting and relieving time.

ARTICLE XIII. That a working schedule shall be posted with all new schedules, it is understood that special holiday schedules do not include Saturdays or Sundays unless Saturday should be a special holiday.

ARTICLE XIV. No motorman shall be discharged for serving on any committee, or shall be discharged or suspended for any cause whatever, without first having a fair and impartial hearing. If suspended he shall receive full time and pay for such suspension if exonerated from blame. That a committee representing the motormen shall be recognized in adjusting all grievances between the company and its motormen, and said committee will have the privilege of examining the minutes of the investigation, if so desired.

That is to say, if a motorman is aggrieved, he will have the right to have his grievance presented through the committee representing the organization of which he is a member. If the said committee fails to adjust the grievance, then the full committee, representing the motive power department, will be convened for the purpose of adjusting the said grievance.

ARTICLE XV. All motormen shall be kept on their regular runs as near as possible.

ARTICLE XVI. The company shall furnish sufficient extra motormen at all reporting and relieving points to insure motormen being relieved on schedule time, and to excuse regular motormen when they desire to lay off.

ARTICLE XVII. That all engineers hired from other roads as motormen shall receive \$3.25 per day for the first year, and \$3.50 per day thereafter.

ARTICLE XVIII. Motormen shall report to, and receive their instructions from, motor inspectors. Motor instructors shall have full authority to place and excuse motormen.

ARTICLE XIX. Motormen shall have charge of and be responsible for designation signals.

ARTICLE XX. Motormen shall lay up trains.

ARTICLE XXI. The rate of pay and hours of duty are as follows: Motormen, promoted, \$3.00 per day for 10 hours or less, first six months; \$3.25 per day of 10 hours or less, second six months; \$3.50 per day of 10 hours or less, after first year; 365 days running a motor to be considered one year.

Locomotive engineers employed from other railroads as motormen to receive \$3.25 per day of 10 hours or less for the first year, and \$3.50 per day of 10 hours or less thereafter.

The parties hereto will perform the several stipulations as provided herein.

Nothing in this agreement shall be so construed as to conflict with the agreement entered into between the Interborough Rapid Transit Company and its conductors or trainmen, switchmen, towermen or any other employees who have an agreement with said company.

This agreement will be in effect from and after September 8, 1904, to and including September 8, 1907, except that the Grand Chief Engineer of the Grand International Brotherhood of Locomotive Engineers only binds the international body or division thereof for the period of two years from the date thereof, unless the third year be ratified by said International Brotherhood of Locomotive Engineers.

It is also understood and agreed that as far as the signature of George E. Pepper, attached to this agreement as the representative of the Amalgamated Association of Street and Electric Railway Employees of America, Division No. 332, is concerned, it only binds the organization that he represents on the questions of hours and wages of motormen.

INTERBOROUGH RAPID TRANSIT COMPANY,

(Seal) By E. P. BRYAN, *Vice-President*.

Attest:

....., *Secretary*.

GRAND INTERNATIONAL BROTHERHOOD OF LOCOMOTIVE ENGINEERS,

By E. W. HURLEY, *Assistant Grand Chief Engineer*.

....., *Secretary*.

**DIVISION 105 OF THE GRAND INTERNATIONAL BROTHERHOOD OF LOCOMOTIVE ENGINEERS,**

By WILLIAM L. JENCKS, *Chief Engineer, Division No. 105.*  
E. J. ROZELLE, *Acting Secretary.*

**THE BROTHERHOOD OF LOCOMOTIVE FIREMEN,**

By C. A. WILSON, *First Vice Grand Master.*  
....., *Secretary.*

**LODGE No. 149 OF THE BROTHERHOOD OF LOCOMOTIVE FIREMEN,**

By HARRY B. PINNEY, *Chairman.*  
EDWIN R. WELLS, *Secretary.*

**AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA, MANHATTAN DIVISION No. 332,**

By GEO. E. PEPPER, *President.*  
....., *Secretary.*

**EMPLOYEES OTHER THAN MOTORMEN.**

It is agreed that the employees of the Subway Division of the Interborough Rapid Transit Company shall consist of employees of the Manhattan Elevated Railway Division, in the following proportions:

Motormen .....	50 per cent.
Conductors .....	50 per cent.
Guards .....	50 per cent.
Switchmen .....	50 per cent.

provided that number apply for positions and qualify themselves for the same; and such other employees from the Manhattan Division as it is possible for this company to place in the subway.

The three elevated towers on the Subway Division will be equipped with men from the Manhattan Division, provided they can qualify. Other towermen on the Manhattan Division who can qualify for tower positions on the Subway Division will be given an opportunity to qualify as towermen in electrical pneumatic towers.

This understanding is intended to apply for the initial operation of the Subway Division, which will be from 145th Street, East and West Sides, to and including City Hall. After this portion of the railroad is fully equipped with its operating force, future promotions in the Subway are to be made from the ranks of men employed on the Subway, provided they can qualify, and according to seniority; and, should the Subway Division business demand the employment of additional men, and they cannot be obtained from the ranks of men employed on the Subway Division on account of Subway Division men not qualifying, then such appointments and promotions will be made from men employed on the Manhattan Division, and Manhattan Division employees will be given opportunity to qualify for these positions in accordance with their seniority on the Manhattan Division.

It is understood that applications for positions in the Subway will be reopened for all employees of the Manhattan division, until and including September 12 at five P. M. Employees of the Manhattan Division now absent on vacations will be given an opportunity to make applications for these positions up to September 24th.

After the Manhattan Division men have filed their applications as above outlined, all applications which are received from Manhattan men will be passed on, and the men who are accepted and qualify for positions in the Subway will be given the seniority they have now on the Manhattan Division when they first start work on the Subway Division, it being understood that the twelve motor instructors who have already been employed shall rank first on the seniority list for Subway Division. This is to apply to and including the formal opening of the Subway.

Any employee who fails upon first examination will be given a second examination within six months, and if he passes the second examination he shall be given his certificate that he has qualified for the position he was examined for.

Every employee will be required to pass an examination.

No conductor, guard, agent, gateman, platform man, switchman or towerman shall be discharged for serving on any committee, nor shall he be discharged for any cause, without first having a fair and impartial hearing. If suspended, he shall receive full time and pay for such suspension if exonerated from blame. That a committee representing the above employees be recognized in adjusting all grievances between the company and its men.

It is understood and agreed by all parties concerned that the rate of pay and hours of service on the Subway Division shall be as follows:

Conductors—

- \$2.10 per day of 10 hours, 1st year.
- 2.25 per day of 10 hours, 2d year.
- 2.40 per day of 10 hours, after 2d year.

Guardsmen employed until January 1, 1905—

- \$1.70 per day of 10 hours.

Guards employed after January 1, 1905—

- \$1.55 per day of 10 hours, 1st year.
- 1.70 per day of 10 hours, 2d year.
- 1.80 per day of 10 hours, after 2d year.
- 1.95 per day of 10 hours, after 3d year.

Hand switchmen—

- \$2.00 per day of 10 hours, 1st year.
- 2.35 per day of 10 hours, after 1st year.

Towermen—

- \$2.40 per day of 8 to 10 hours, 1st year.
- 2.50 per day of 8 to 10 hours, after 1st year.

Agents—

- \$1.75 per day of 12 hours, 1st year.
- 2.00 per day of 12 hours, after 1st year.

Platform men—

- \$1.75 per day of 12 hours.

Gatemen—

- \$1.40 per day of 12 hours, 1st year.
- 1.55 per day of 12 hours, after 1st year.

It is understood that the rates of pay and hours named therein are as a matter of information, for the opening of the Subway, and are not a part

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of any contract herein made, or which may hereafter be taken up with the parties hereunto.

Porters—

\$1.40 per day of 12 hours.

Dated, New York September 8, 1904.\*

The strike which occurred March 7th came as a surprise to the public as it had not appeared to them that all efforts for settlement or compromise had been exhausted and subsequent events proved this to be true. The Department of Labor was advised by telegram the day of its occurrence and Deputy Commissioner Lundrigan proceeded to New York forthwith. He found on his arrival that Mediator of Industrial Disputes Gilleland had already made a formal tender of the services of the Department of Labor and State Board of Mediation and Arbitration, that the Mayor and the Civic Federation had also tendered their services to mediate or arbitrate this dispute. In addition to this, he sent the following communication to the management of the Interborough Company and to the executive officers of the unions involved in the strike:

STATE BOARD OF MEDIATION AND ARBITRATION,

Sub Office, 107 East 31st St., New York, March 8, 1905.

Dear Sir.—It having come to the knowledge of the New York State Board of Mediation and Arbitration that a strike or lockout exists on the property of the Interborough Railway System, in conformity with Art. X of the General Labor Law, the services of the Board of Mediation and Arbitration are hereby tendered for all of the purposes specified in the law.

You no doubt fully realize that the stoppage or interruption or serious disarrangement of the purposes of this corporation involves serious, if not vital consequences to the general public. Without in any way entering into the merits of the original cause which brought about the condition which now exists, I would respectfully submit that the purposes for which this corporation was organized and the interests which it is expected to serve are of greater importance than any possible question that might arise as to difference of opinion or contention between the employer and employed.

It would further appear that while either party to this controversy may be partially or wholly right or wrong in their contention, no possible harm could come from a thorough public investigation of the matters in dispute, and pending such investigation a tentative or permanent agreement be entered into that normal conditions obtain, i. e., that the conditions existing previous to 4 A. M. of March 7th be resumed. In other words, the present strike or lockout be terminated pending settlement by conciliation or arbitration.

I would respectfully recommend that one of the following methods be adopted—either the whole subject matter be referred to the State Board of

\*Signed by the same parties who signed the motormen's agreement, the Grand Int. Bro of L. E. and the Bro. of L. F. excepted.

Mediation and Arbitration as provided in the law, or that the State Board of Mediation and Arbitration provide a local arbitration board as is also provided in law, or that the determination be submitted to a so-called local board of mediation and arbitration consisting of three or five responsible residents of the city of New York.

I would be pleased to confer with you farther in this matter or to in any way, either personally or officially contribute towards removing the present deplorable condition which exists on this property.

Should you desire to communicate or see me personally, my address, during my stay in New York, will be either "Grand Hotel, corner 31st St. and Broadway" or "Sub Office, New York State Labor Department, 107 East 31st Street."

Very truly, yours,

(Signed) JOHN LUNDRIGAN,

*Member New York State Board of Mediation and Arbitration.*

No acknowledgment or reply was ever received from the unions or their representatives. The following reply (with enclosure, which is a copy of the letter sent the mayor of New York City on the same subject) was received from the Interborough Company:

INTERBOROUGH RAPID TRANSIT COMPANY,  
195 Broadway.

NEW YORK, March 8, 1905.

*John Lundrigan, Esq., Member, New York State Board of Mediation and Arbitration, 107 East 31st Street, New York:*

Dear Sir.—I beg to acknowledge the receipt of your letter of the 8th inst., in reference to the strike declared on the lines of this Company, and I have taken due note of what you say.

I desire to thank you for your kind offer to confer with me in reference to this matter, but after you have read the enclosed copy of a letter addressed by this Company to Mayor George B. McClellan, to-day, setting forth its position, you will see that the conference would not be of any material benefit. I remain

Yours, very truly,

INTERBOROUGH RAPID TRANSIT COMPANY,  
(Signed) E. P. BRYAN, *Vice-President.*

NEW YORK, March 8, 1905.

*Hon. George B. McClellan, Mayor of the City of New York:*

SIR.—We have the honor to acknowledge the receipt of your communication of the 7th inst., in which you offer to act as mediator or arbitrator in effecting an adjustment of the existing differences between the Interborough Company and its former employees.

We appreciate the solicitude for the public convenience which prompted you to intervene, but, in view of the vital question affecting the permanent interests of the traveling public, which are involved, we are compelled, with great respect, to decline your offer.

Our differences with our former employees do not relate merely to matters of pay and hours. They are much more radical. They involve the question whether the management of the property shall or shall not be in the hands of the company and its officers, and whether the rules which they have established for the protection of the traveling public shall be adhered to, or set at naught by the employees of the road.

A brief history of the recent dealings between the company and its employees makes the issue very clear. Soon after the Interborough Company leased the Manhattan Elevated

road, on two occasions within one year, the company, upon demand of its employees, raised pay, shortened hours and made other concessions. Shortly before the subway was opened, and on the 7th day of September, 1904, the company entered into an agreement with the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen, in respect to hours of labor, pay and other matters, which agreement, by its terms, was to continue at least until September 8, 1906. Notwithstanding this agreement, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen entered into a secret contract with the Amalgamated Association of Street Railroad Employees, into which many of the employees, other than the motormen and firemen, had been organized, whereby they obligated their members to assist the efforts of any one of these associations to secure such demands as they might wish to make, this assistance to be carried to the point of leaving the service of the company in a sympathetic strike to secure such demands.

On Friday, March 3d, at 3 p. m., the Amalgamated Association presented certain demands to the company which involved an increase in pay and a decrease in hours of labor, and coupled with these demands were others which, if granted, would have been destructive of good discipline and safety of operation, and would have curtailed, to a great extent, the powers of the officers of the company to manage the property. Before, however, the company had made any reply to the demands of the Amalgamated Association a committee of the Brotherhood of Locomotive Engineers and Firemen in order to coerce compliance with the demands of the Amalgamated Association, but in wanton violation of the agreement of September 7, 1904, presented demands of their own, which were:

1. That the present physical examination now in force for motormen and employees may be eliminated and a road test substituted to take effect from January 1, 1905.
2. That 9 hours, or less, constitute a day's work for all motormen and firemen.
3. Motormen's mileage not to exceed 100 miles a day.

On Monday, March 6th, at three o'clock in the afternoon, a committee representing all of these associations notified the manager of the company that unless their demands were complied with by 11 p. m. of that day, the company must take the consequence. A request that time be given to refer the matter to the president or vice-president of the road was declined. No proposition to arbitrate their demands was even suggested by them. Apparently no consideration was given to the great inconvenience and injury which such a sudden abandonment of duty would certainly inflict upon the public. With the exception of a very few, all of the members of the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen, and Amalgamated Association, voluntarily abandoned their respective posts for the avowed purpose of coercing the employers to comply with their demands by tying up the road. In this connection we think it right to state that this action was taken by these several bodies without the approval of the national bodies of which they are members, although as we are informed, the rules of the National Association require that, before action, the question of a strike shall be submitted. Under these circumstances, the company finds nothing to arbitrate, nor is there any ground for believing that the decisions of an arbitrator would be more binding than the solemn agreement which was so quickly and deliberately violated by the brotherhoods.

The real questions, as we have said, are:

Shall the company be permitted to put in force such regulations as are necessary for the protection of the traveling public?

Shall it be compelled to abandon the standard railroad test concerning the physical qualifications of motormen, which has been found to be essential?

Shall it be permitted to discharge negligent employees who have risked life and property, without dictation?

In other words, shall it be permitted to discharge its duty to the traveling public by managing the property in the way which due regard for the public safety required?

We beg to say to your honor that the company is able to do this, and do it immediately, if the men whom it has employed to operate its several lines of the road are afforded due protection, and if the patrons of the road are guarded against acts and scenes of violence on the part of these who have abandoned their posts of duty.

We have at this writing some 5,000 men engaged in the management of the property. We are operating the subway on a quick schedule, and we shall have no difficulty in operating the elevated roads as well, if the strikers and rioters are prevented from interfering with the stations and trains.

We call upon you, as the Chief Magistrate of this City, sworn to enforce the laws, to protect the travelling public from all acts of violence and disorder. Nothing can prevent us from establishing within a short time, a swift and safe service on all our lines, if the authorities of this City fully perform their duty to protect life and property. Our appeal to you is made not

alone for the protection of our property, but for the protection of those very classes—the poor, the weak and the delicate of both sexes—referred to by your Honor in your communication to the Company, who are compelled to patronize our lines, and who are entitled to a safe and sure carriage upon them.

With great respect,

INTERBOROUGH RAPID TRANSIT COMPANY,

By (S'd) E. P. BRYAN,

*Vice-President.*

As nearly as can be ascertained the demands of the men were as follows:

1. That the present physical examination now in force against motormen and other employees shall be eliminated and a practical road test substituted instead, above to take effect January 1, 1905.
2. A day's work for motormen and other trainmen to be nine hours or less, motormen's mileage not to exceed 100 miles a day.
3. Relay for motormen when headway is less than six minutes should be allowed at southern terminals, loop or no loop.
4. All road work, on trains with or without passengers, shall be done by qualified motormen.
5. For all employees, excepting tower switchmen, nine hours shall constitute a day's work, with time and a half for overtime.
6. Tower switchmen, eight hours or less to constitute a day's work, with one day off duty a month with pay; time and a half for overtime.
7. Ten per cent increase in pay for all employees excepting motormen.

This was to be supplemental to the existing agreement. Negotiations and conferences were held between the representatives of the union and the management up to the afternoon of March 6th, when the committee insisted that an answer be given before 11 P. M., either granting or refusing their requests. A reply was furnished as requested and although it was not made public we must assume that it was in the nature of a refusal, as the strike was ordered and carried into effect at 4 o'clock the next morning. The following statement and notice was made public the night of March 6th by posting in the stations of the Interborough Railway system:

*To all Employees:*

To-day, March 6th, an interview was had between Frank Hedley, general manager of the Interborough Company, and the representatives of the various labor organizations on the Interborough system. Said meeting was for the purpose of discussing the demands that had been presented to the railroad company involving a considerable increase in wages and reduction in hours for several classes of employees. The temper of the said committee was such that it was impossible for the management to discuss any of the matters that had been presented in a satisfactory manner, and the committee left the office stating that a reply to their demands must be sent to them before 11 o'clock this evening, and all they wanted was "yes" or "no."

Therefore this letter is issued over the signature of the general manager and vice-president of the Interborough Company for the purpose of assuring each and every one of its employees who remain in the service of the company and who report for duty and perform service in a satisfactory manner that



they will be protected and retained, and the seniority which they now hold in the railroad service will be maintained by them individually.

And further that any men refusing to report for duty or absenting themselves from their posts without proper leave will sacrifice their positions in the service of the company, and the men who remain with the company will rank ahead of any employees who do not satisfactorily perform their part of the work should trouble develop.

The management appreciated that we have a large number of employees who will remain loyal to the company and further states that any man who may be assigned to act in a certain capacity during emergency will be retained regularly in such capacity, providing he illustrates his ability to perform the necessary duties.

FRANK HEDLEY, *General Manager.*

Approved:

E. P. BRYAN, *Vice-President.*

Shortly before midnight a second notice was posted by men wearing the uniform of guards on the elevated road which read as follows:

*To all Employees:*

It has been brought to the attention of the management that certain officers of the various labor organizations connected with this company's line have to-day advised employees not to report for duty until ordered to do so by said officers. This notice is for the purpose of announcing that any employee refusing to work or failing to report for duty without satisfactory excuse will be dropped from the roll and his place filled in accordance with the seniority system.

E. P. BRYAN,

FRANK HEDLEY.

Developments proved that the Interborough Company had expected and were to some extent prepared for this strike, as they had collected a large number of men (nearly all from other localities than New York City) for the purpose of operating the property. Almost immediately after the stoppage of work by the strikers, the imported men were installed in their places, especially motormen, train conductors and guards. For several days the service was wholly inadequate and very irregular, and added to this the occurrence of one serious and several minor accidents contributed very largely to deter the public from utilizing the elevated and subway service.

Whatever chance the unions had of succeeding in their contention through a successful strike was dissipated when Grand Chief Engineer Warren S. Stone of the Brotherhood of Locomotive Engineers on March 9th issued the following public statement or order:

"The Brotherhood of Engineers have no differences between their organization and the Interborough Company at the present time that could not have been adjusted at the present time in a proper manner.

"The present strike now going on by men claiming to represent the Brotherhood of Engineers is in direct violation of our orders. It is not recognized, nor will it be supported by our organization. The contract entered into in September, 1904, between the Interborough Company and the Brotherhood of Locomotive Engineers we recognize to be as binding to-day as it was when signed, and loyal members of the Brotherhood of Engineers are instructed to at once report for duty to comply with the requirements of the agreement. Members refusing to do so will be expelled from membership in our organization. It has been reported to me that many of our members have been misled by statements that the grand officers have given consent to this strike. This is not correct. No request was made or granted, nor were the officers of the Brotherhood of Engineers consulted in the present situation. This is the first time in the history of the Brotherhood of Engineers that our members have repudiated their agreement with any railroad. Labor organizations must keep their part of the agreement inviolate if they expect success. Had our laws been complied with conditions as they now appear could not exist on the line of the Interborough Rapid Transit Company."

This was supplemented or accompanied by a similar statement or order by General President Mahon of the Amalgamated Association of Street Railway Employees.

"The present strike of Local Division No. 332, of the Amalgamated Association of Street and Electric Railway Employees, was undertaken without consulting the responsible officers of the general organization, without their consent or approval.

"Last Saturday a telegram was received at my Detroit office stating that 'the situation in New York was critical,' and my presence was essential at once. I reached this city on Monday morning and was astonished to learn that the request for my presence here was made on personal responsibility and not at the instance of the local division.

"A copy of the demands to be presented to the Interborough Company on Monday afternoon was shown me, and I strongly advised against their presentation, for, in addition to the demands for better conditions, the document contained the endorsement of the local division of engineers (motormen) which violated the agreement that organization had with the company.

"I had reason to believe that there would have been little or no difficulty in obtaining from the company better conditions, but our organization is strongly committed to the maintenance of its own agreements with employers, and was in honor bound not to encourage the violation of an agreement which another organization had with the employer of its members.

"Under our laws our local unions have no right to strike in violation of any agreement they have with the employers, and surely then they can have no right to strike to support another organization to do an act which they themselves have no right to do.

"It seemed to me that without resorting to drastic measures I might yet give whatever assistance my experience and position offered to advise a way out of the difficulty and questionable position in which our men and our local division were placed, to try and bring about an honorable adjustment in the establishment of better relations between the men, the organization, and the company; however, the repeated tender not only of my good offices, but

also those of President Gompers, of the American Federation of Labor; President Mitchell, of the United Mine Workers of America; Vice-President Kidd, of the American Federation of Labor; and President Healey, of the International Brotherhood of Stationary Firemen, were inconsiderately rejected.

"Nothing now remains for me to do but to declare that the present strike is neither authorized nor approved by the Amalgamated Association of Street and Electric Railway Employees of America, and I therefore advise all our loyal members to report for duty at once, to maintain their organization, which has done so much for the betterment of their material and moral conditions, and by the result of their present experience avoid such errors in the future; in that effort I shall be glad to assist to the fullest."

These statements coming from the national executives of the organizations involved had the effect of eliminating public sympathy, for the reason that it made it appear that the public of New York City had been put to grave inconvenience and serious delay through the interruption of one of its most important public utilities before the parties responsible therefor had exhausted all available remedies to accomplish their desires, and teaches the absolute necessity for rigidly adhering to and carrying out agreements between employers and employees.

The strike was acutely felt through interruption and delay for about a week and service was far from normal for some time after. The strike, however, was a complete failure, as such of the former employees as succeeded in securing re-employment were obliged to make application as individuals and accept the rate of pay established for new employees as well as ranking juniors to the men employed during the strike, who retained their employment. Our information is that about one-third of the former employees have succeeded in securing re-employment.

#### STREET RAILWAY EMPLOYEES OF ALBANY AND TROY.

The annual agreement between the United Traction Company, which operates electric car lines in and between Albany, Troy and smaller places in their vicinity, and its employees, organized in Divisions 132 and 148 of the Amalgamated Association of Street and Electric Railway Employees of America, expired on June 29, prior to which day negotiations were begun for its continuance with certain modifications proposed by the employees. The principal change desired by the men was an increase in the rate of wages, which was 20 cents an hour for motormen and conductors. They at first demanded 25 cents an hour, but at length signified their willingness to compromise at 22½ cents an hour, while the highest rate the company offered was 21 cents an hour. Failing to come to terms, the disputants at length

agreed to arbitrate the question of wages, but when about to sign the arbitration agreement fell out again on the wage proposition to be submitted to the arbitrators. The employees maintained that their contention was for a wage rate of 25 cents an hour, as originally demanded, rather than the compromise figure of 22½ cents, which had been conceded only in return for certain concessions that the company, as they alleged, had since withdrawn. At length, in consideration of the company's offer to limit the term of the regular agreement to one year, instead of three years as proposed, the employees yielded the point as to the maximum rate to be considered by the arbitrators and on July 26th signed the agreement reprinted in Section IV together with the following supplementary agreement:

*THIS AGREEMENT, made and entered into this twenty-sixth day of July, one thousand nine hundred and five, between the United Traction Company, whose principal place of business is in the City of Albany, N. Y., party of the first part, and Divisions 132 and 148 of the Amalgamated Association of Street and Electric Railway Employees of America, parties of the second part,*

*WITNESSETH: First.* The parties hereto having failed to agree with each other as to the rate of wages to be paid by the party of the first part to its several conductors, motormen, pitmen, pitmen's helpers, car inspectors, flagmen, switchmen, sandmen, transformer operators, assistant operators and drivers of repair wagons, the party of the first part contending that the wages paid for the year ending June thirtieth, 1905, are the proper rate, and the parties of the second part contending that the wages should be as follows:

Motormen, conductors and pitmen, twenty-two and one-half (22½) cents per hour;

Pitmen's helpers and car inspectors, twenty (20) cents per hour;

Flagmen, switchmen and sandmen, one dollar and seventy-five cents (\$1.75) per day;

Transformer operators, two dollars twenty-five cents (\$2.25) per day;

Assistant operators, two dollars (\$2.00) per day;

Drivers of repair wagons, two dollars (\$2.00) per day.

And said parties having determined to settle said differences by arbitration, and the party of the first part having selected Hon. Samuel A. Beardsley, of Utica, N. Y., as one of the said arbitrators, and the parties of the second part having selected Hon. John T. McDonough, of Albany, N. Y., as another of said arbitrators,

It is hereby mutually agreed that the aforesaid arbitrators in case of failure to agree may appoint a third arbitrator, and that said arbitrators shall hear and determine the aforesaid differences as to wages.

In case the aforesaid arbitrators chosen by the parties hereto cannot agree, they shall meet daily, except Sunday, for the purpose of appointing a third person to act with them as such board of arbitrators, and the decision of said board or a majority of said board is to be final and binding upon the parties hereto.

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In case said arbitrators shall decide to increase the wages of conductors and motormen, it shall not be necessary for them to decide specifically what wages shall be paid the other employees herein mentioned, but such other employees shall be entitled to a proportionate increase pro rata based on their present wages respectively.

The report of the arbitrators when made shall be signed in duplicate, one duplicate to be delivered to the president or other officer of the party of the first part, and the other duplicate to be delivered to the Chairman or Secretary of the District Council Committee of the parties of the second part, and to be effective within twenty-four (24) hours after the delivery of such duplicate to the president or other officer of the party of the first part.

*Second.* In case said arbitrators fail to agree upon a report or fail to appoint a third arbitrator within thirty (30) days after their first meeting, then their functions shall cease, and the parties hereto shall appoint new arbitrators in the manner hereinbefore provided to hear and determine the matters in controversy; but the time of the arbitrators may be extended by the parties hereto by an agreement in writing executed by their duly authorized officers.

In case of death, inability or refusal to act on the part of either arbitrator chosen by the respective parties hereto, the vacancy caused by such death, refusal or inability to act shall be filled by the party hereto who chose such arbitrator.

In case of the death, refusal or inability to act on the part of the arbitrator chosen as umpire, the vacancy shall be filled by the arbitrators acting for the respective parties hereto.

*Third.* The parties hereto shall pay the arbitrators appointed by them such compensation as they may demand, it being understood that neither of the parties shall be under obligation to pay any part of the compensation of the arbitrator appointed by the other; but in case the two arbitrators appointed fail to agree and appoint a third person the compensation of said third person shall be paid by the parties to this agreement in equal proportion, all other expenses of said arbitration board shall be borne and paid equally by the parties hereto.

*IN WITNESS WHEREOF*, the parties hereto have caused this agreement to be signed by their respective Presidents, in duplicate, the day and year first above written.

UNITED TRACTION COMPANY,

By JOHN W. MCNAMARA, *President.*

AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC  
RAILWAY EMPLOYEES OF AMERICA,

By JAMES J. MOORE, *President Div'n No. 132.*

By JOHN J. COUGHLIN, *President Div'n No. 148.*

Signed in the presence of:

James D. Landrigan, *Chairman D. O.*

Wm. Kavanaugh, *Secretary D. C.*

R. L. Reeves, *Secretary G. E. B.*

Mr. Beardsley, who was named as arbitrator on the part of the company, was unable to serve, and Louis E. Carr, Esq., of

Albany, was selected in his place, but some time elapsed before the two arbitrators agreed upon an umpire. Late in August they announced an agreement upon Judge J. Rider Cady of Hudson. On August 29th the board held its first meeting at the city hall, Albany, elected Judge Cady as chairman, and adopted a plan of procedure. As the arbitration of this dispute establishes a precedent for the adjustment of differences between public utility corporations and their employees, space is here given to a resumé of the evidence submitted in the form of briefs by the opposing sides. The company was represented by its president, Mr. John W. McNamara, and Mr. Albert Hessberg. Representing the employees were Mr. W. D. Mahon, president of the Amalgamated Association of Street and Electric Railway Employees of America, Messrs. James Landrigan and William Fitzgerald of the Troy Division, No. 132, and William Kavanaugh and John Coughlin of the Albany Division, No. 148. After the committee had agreed upon a plan of procedure Mr. Mahon submitted the following brief:

*To the Honorable the Board of Arbitrators:*

On the part of Divisions No. 132 and No. 148 of the Amalgamated Association of Street and Electric Railway Employees of America, party of the second part, as specified in the papers of submission to arbitration to your honorable board, does hereby set forth the reasons for having asked for raise of wage of which you, as the board of arbitration, are called upon to decide.

First: The wages at present paid were established in May, 1901, by an agreement between this organization and said company, but were not at the time of bargaining so high as the workmen could justly have asked or the corporation could have, with sound business prudence, granted. Since then, the cost of living has so increased in Albany and Troy, that the original too moderate wage has become a less fair return for the labor yield than it was at the beginning.

Second: The wages at present paid are below the standard obtained in Albany and Troy for labor requiring equal or similar skill and application.

Third: The wages at present paid are insufficient to maintain the American standard of living in Albany and Troy.

Fourth: The wealth produced jointly by the capital and ability of said corporation and the labor and ability of its workmen is so great that the proposed increase can be made and will leave the corporation an undue share of such jointly produced wealth.

That is the position we have taken in presenting our case to your board, and the points which we plead in support of our position follow.

We have then gone into the cost of living.

First: The cost of living has so increased in Albany and Troy, that the original too moderate wage has become a less fair return for the labor yield, etc.

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We would call your honorable board's attention to the increased cost of house-rent. In order to secure the actual increase that our members had to meet, we sent out the following questions:

Has your rent increased since 1901?

If so, state the amount per month.

Have you moved on account of an increase of rent?  
with the name and address of each person so questioned.

In the city of Albany we sent out 108 of these question slips and we received the following returns:

28 had had an increase of \$1.00 per month.  
38 had had an increase of \$2.00 per month.  
3 had had an increase of \$0.50 per month.  
1 had had an increase of \$3.00 per month.  
8 had had an increase of \$4.00 per month.  
2 had had an increase of \$1.50 per month.  
1 had had an increase of \$2.50 per month.  
1 had had an increase of \$5.00 per month.  
1 had had an increase of \$6.00 per month.  
1 had had an increase of \$7.00 per month, and  
1 had had an increase of \$7.50 per month.  
1 had moved to save rent and  
12 reported no increase.

This showed an increase on an average of \$1.86 per month, or \$22.32 per family for the year.

In Troy we sent out seventy-five slips. The following replies were received:

20 had had an increase of \$1.00 per month.  
26 had had an increase of \$2.00 per month.  
5 had had an increase of \$3.00 per month.  
3 had had an increase of \$4.00 per month.  
1 had had an increase of \$5.00 per month.  
1 had had an increase of \$6.00 per month.  
3 had had an increase of \$2.50 per month.  
1 had had an increase of \$1.75 per month.  
2 had had an increase of \$1.50 per month.  
1 had had an increase of \$0.50 per month.  
16 reported no increase.

The average showed an increase of \$1.48 per month or \$17.76 a year.

While we did not send out for any information concerning board, the voluntary information has been given to us and we are prepared to place upon the stand witnesses to show that board has increased from \$0.50 to as high as \$1.50 per week.

These questions answered over the signatures and addresses of our members are herewith submitted and marked "Exhibit A."

Each slip has the name of the gentleman replying to it and his address.

#### GENERAL COST OF LIVING.

In taking up the question of the increased cost of living, we would call your honorable Board's attention to Bulletin No. 57 for July, 1905, issued by the United States Labor Bureau. That bulletin shows that the living expenses for a family have increased, between 1900 and 1904, from twenty-five (25) to fifty (50) per cent. It will show you that salt beef and beans have increased 15 per cent; lard 10 per cent; salt pork and bacon 15 1/5 per cent; butter 24 per cent; corn meal 38 per cent; crackers 18 1/9 per cent; molasses 6 per cent; eggs 79 1/6 per cent; herring 58 1/9 per cent; salt

15 per cent; pepper 65 per cent; flour 36 per cent; canned goods 25 per cent. Oil has increased eight cents on a gallon. Coal has increased \$2.00 a ton from 1900.

For a review of the report of this bulletin, we would call your attention to an article published in the Daily Press-Knickerbocker and Albany Morning Express of July 10, 1905. This article so ably reviews the reports of the bulletin, that we feel we could not improve upon the subject, and submit a copy for your inspection marked "Exhibit B." \* \* \* \*

[The stenographer's minutes here and elsewhere in the proceedings contain questions and answers that are not reprinted here, as the ensuing colloquies interrupt the argument.]

#### *Cost of Clothing.*

As to the increased cost of clothing we would call your attention to a letter from Schattman Bros. of Nos 6-8-10 Great Jones street and Nos. 1-3-5 Lafayette place, New York City, addressed to Mr. James Goldstone of Troy, N. Y. Schattman Bros. are one of the leading reliable manufacturers of clothing of New York City, and they inform Mr. Goldstone that there has been an increase in the cost of woollens in the last five years of over thirty (30) per cent. They state that the difference in the prices for next spring over the opening for this one on standard grade of goods will show an advance of twenty (20) per cent. They also state that Middlesex goods have advanced twelve and one-half (12½) per cent over last season's prices. Middlesex cloth is that from which the uniforms of railroad men are made. Schattmans also call attention to the quotation of prices in the Daily Trade Record of New York, Tuesday, July 18, 1905. The Trade Record is considered standard authority upon all questions concerning the clothing industry. The article shows, for instance, that the standard prices of clays [interruption] for men's suits in the spring of 1901 were as follows, compared with the prices of spring of 1905:

Quality of goods.	Prices per yard.	
	Spring 1901.	Spring 1905.
11 ounce.....	\$0 97½	\$1 12½
12 ounce.....	1 00	1 17½
14 ounce.....	1 12½	1 27½
16 ounce.....	1 25	1 37
18 ounce.....	1 37½	1 57
20 ounce.....	1 50	1 70

This report shows many other increases, too numerous to mention here, but we submit a copy of this number with the Schattman letter marked "Exhibit C."

#### *Cost of Furniture.*

In calling your honorable Board's attention to the increased cost of furniture, we herewith file a letter from Cornelius Fogarty, No. 215 River street, Troy, N. Y. Mr. Fogarty states that the wholesale increased cost of carpets, furniture, stoves and ranges is from fifteen (15) to thirty (30) per cent in prices. This being the wholesale increase, it naturally follows that the retail prices have increased beyond that specified in this letter.

The letter will be filed and marked "Exhibit D."

#### *Cost of Groceries, Meats, Etc.*

In securing information on the increased cost of groceries, meats, etc., we have gone to the grocery-keepers and butchers that our people usually



### III.200 NEW YORK STATE DEPARTMENT OF LABOR.

deal with and have from them, over their signatures, the increased cost of groceries and meats for the past five years. We would first call your attention to a letter from Thomas Murname of Troy, N. Y., dealer in butter, eggs and cheese. He states that the increase on eggs during the past five years has been ten per cent, wholesale; wholesale on butter fifteen per cent; cheese, wholesale, twenty per cent. He states that this increase on butter has been on what is known as renovated butter and that that is the grade sold to the great mass of the working people, and that the advance on creamery butter has been much higher than that which he specifies.

On groceries, we have the letters of Gardner Bros. and McKenna & Co.

On meats, Cassidy Bros. and D. J. Haley.

These letters are filed for your information and show the following figures:

#### JUNE 1, 1901.

Flour.....	\$0.58 small sack.
Butter.....	.23 lb.
Eggs.....	.20 doz.
Coffee.....	.25 lb.
Tea.....	.40 lb.
Milk, condensed...	.08 can.
Crackers.....	.10 lb.
Cheese.....	.14 lb.
Sugar.....	.05½ lb.
Canned goods.....	.08 can.
Salt.....	.05 sack.
Pepper.....	.30 lb.
Brooms.....	.20 each.
Bread.....	.05 loaf.

#### JUNE 1, 1905.

Flour.....	\$0.90 sack
Butter.....	.26 lb.
Eggs.....	.24 doz.
Coffee.....	.30 lb.
Tea.....	.50 lb.
Milk, condensed....	.10 can.
Crackers.....	.10 lb.
Cheese.....	.16 lb.
Sugar.....	.06 lb.
Canned goods.....	.10 can.
Salt.....	.05 sack.
Pepper.....	.30 lb.
Brooms.....	.25 each.
Bread.....	.05 loaf.

The evidence from the bakers which, I regret to say, I did not get in here because of the loss of letters among a number of papers which I thought I had yesterday and which I did not find. The testimony of the bakers showed that while the price of a loaf of bread has not been decreased the size of the loaf has; that it has been decreased in size from an ounce to two ounces in accordance with the price of the bread, of a five and ten cent loaf.

Salt meats.....	\$0.12 lb.
Lard.....	.08 lb.
Ham.....	.16 lb.
Shoulder.....	.07 lb.
Bacon.....	.14 lb.

Salt meats.....	\$0.14 lb.
Lard.....	.10 lb.
Ham.....	.18 lb.
Shoulder.....	.09 lb.
Bacon.....	.18 lb.

#### JUNE 1, 1901.

Sirloin.....	\$0.14 lb.
Porterhouse.....	.16 lb.
Round.....	.12 lb.
Roasts.....	.10 lb.
Fresh porks.....	.10 lb.
Veal.....	.10 to \$0.12 lb.
Salt meats.....	.08 to .18 lb.
Ham.....	.16½ to .18 lb.
Shoulder.....	.14 lb.
Bacon.....	.10 lb.
Lard.....	.10 to .12 lb.
Chicken.....	.12 lb.
Turkey.....	.18 lb.
Vegetables.....	

#### JUNE 1, 1905.

Sirloin.....	\$0.18 lb.
Porterhouse.....	.22 lb.
Round.....	.16 lb.
Roasts.....	.14 lb.
Fresh porks.....	.14 lb.
Veal.....	.16 to \$0.25 lb.
Salt meats.....	.12½ to \$0.18 lb.
Ham.....	.19 lb.
Shoulder.....	.14 lb.
Bacon.....	.10 lb.
Lard.....	.15 lb.
Chicken.....	.18 lb.
Turkey.....	.25 lb.
Vegetables, 10% increase at this date.	

## STANDARD WAGE OF THE WORKINGMAN IN THIS VICINITY.

The wages at present paid are below the standard obtained in Albany and Troy for labor requiring equal or similar skill and application.

In order to fully inform your honorable Board of the actual wage prevailing in this vicinity, and to prove to you conclusively that the wages of the street railway employees are far below the standard of those received by other workmen, we have sent out to the officers of the various trade unions in the two cities (Albany and Troy) a request to secure from them, over their signatures, the amount of wages prevailing at the present time. We have also asked them to give us the amounts of the increases in wages that have taken place since 1900, so that we would be enabled to show your honorable Board the increases that have taken place since the last established wage in our line of business. These statements are all secured over the signatures of the officers of the various organizations, and, if questioned, we are ready to bring them forth to testify to the accurateness of their statements. We are submitting these letters on wages under one exhibit marked "W" and are numbering them consecutively so that they can be referred to with ease.

[Summary of letters omitted.]

## HOURS OF LABOR.

We would respectively call your honorable Board's attention to the hours of labor worked and the compensation received for the same. There seems to be a prevailing opinion in the minds of many that the motormen and conductors work ten hours and receive two dollars (\$2) or more per day. This is not correct. We would ask you to make an investigation of the schedules, copies of which we submit. Upon making that investigation, you will find that in the systems operated by the United Traction Company in Albany and Troy there are ninety-two (92) runs which make less than ten (10) hours a day. Some of them make nine, some of them eight, some seven and some  $6\frac{3}{4}$  hours per day. You will find, in the city of Albany, runs of  $6\frac{3}{4}$ ; that is, the motorman and conductor working them receive pay for but  $6\frac{3}{4}$  hours per day, yet it takes him fourteen (14) hours in which to put in this day's work. We would also call your attention to the fact that many of these men working on the short-paid runs do not receive over eight or nine dollars a week for the week of seven days, and they have been in the employ of the company, many of them, for five and six and seven years.

We herewith submit copies of the schedules marked "Exhibit K."

The answer of the company to the foregoing brief was as follows (pages 157-191 of the stenographic report):

*To the Board of Arbitrators:*

The United Traction Company submits the following facts, which are all matters of record beyond dispute, in aid of your honorable Board in arriving at a just decision:

The United Traction Company was formed by the consolidation of the Albany Railway, the Watervliet Turnpike and Railroad Company, and the Troy City Railway Company, December 30, 1899.

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Its first report for the period ending June 30, 1900, showed  
 that its surplus amounted to..... \$169,525 12  
 Its capital stock..... 5,000,000 00  
 Its bonded indebtedness..... 3,474,000 00

The company during that year paid a dividend of one and one-quarter per cent upon its capital stock, which at the time of the declaration of a dividend amounted to \$4,000,000, the stock being subsequently increased to \$5,000,000.

The proceeds from the sale of the increase of the capital stock in 1900 was employed in relaying the tracks, and restoring the road to a proper condition, which could not be done out of the earnings.

The report of the company for the year 1901 shows that after the payment of all operating expenses and a dividend of five per cent on its stock there was a deficit of \$43,356.01; for the year 1902 a deficit of \$47,396.35; for the year 1903 a deficit of \$1,677.89; for the year 1904 a surplus of \$43,729.19; for the year 1905 a surplus of \$43,510.91. The amount of the deficit for the years 1901, 1902 and 1903 was \$92,430.25, the amount of the surplus for 1904 and 1905 was \$87,240.10. So that at the close of business on the 30th day of June, 1905, there was still a deficit of \$5,190.15.

The following schedule shows the gross receipts per annum for the years 1901, 1902, 1903, 1904 and 1905 and the amount paid conductors and motormen during each year, and the percentage of the gross receipts for each year paid to conductors and motormen.

	Gross receipts.	Conductors and motormen.	Percentage.
1901.....	\$1,331,879 13	\$367,463 85	27.58
1902.....	1,461,892 24	395,076 81	27.70
1903.....	1,606,089 98	409,833 08	25.51
1904.....	1,690,204 64	418,908 70	24.78
1905.....	1,714,848 82	402,138 02	23.40

It will be seen from the foregoing that—

In 1901, when we made the deficit of \$43,355.01, we paid to our conductors and motormen of our gross receipts 27.58 per cent.

In 1902, when we made the deficit of \$47,396.35, we paid to our conductors and motormen of our gross receipts 27.70 per cent.

In 1903, when we made the deficit of \$1,677.89, we paid to our conductors and motormen of our gross receipts 25.51 per cent.

In 1904, when we made the surplus of \$43,729.19, we paid to our conductors and motormen of our gross receipts 24.78 per cent.

In 1905, when we made the surplus of \$43,510.91, we paid to our conductors and motormen of our gross receipts 23.40 per cent.

After having stated the foregoing facts, we beg leave to suggest that the United Traction Company has not charged off during any of the years of its existence anything for depreciation of its rolling stock, car houses and tracks, and that it has not established a sinking fund for the purposes of taking up bonds issued by it, or bonds of its predecessors, which, under the provisions of the consolidation act, it assumed and is bound to pay. It seems to us, therefore, that there should be no increase in the wages of our employees, or increase in the dividends paid to our stockholders, until a surplus of at least \$500,000 is in the treasury. This sum is necessary in order to meet extraordinary emergencies, such as the destruction of our

property by fire, flood or serious accident. Our employees should be equally interested with us in having such a surplus, so that in the event of any such emergency as we have indicated occurring the rolling stock could be rapidly replaced and the operation of our lines insured, thus giving employment to conductors, motormen and others engaged in the operation of cars.

It would appear, therefore, that the question of the increase of the amount paid to conductors and motormen and other employees depends upon the view which conservative operators of a great property like the United Traction Company should take, considering alike its bondholders, stockholders and employees.

There are certain fixed charges which are beyond the control of the management. The first of these are the taxes imposed by the State and municipal government. These are constantly increasing and have been largely increased by the imposition of the State franchise tax, and cannot be evaded. Then there is the interest on the funded debt, which must be met, and the premiums of insurance. The United Traction Company paid for the year ending June 30, 1905, for:

Interest on its funded debt.....	\$254,039 99
Rentals of leased lines.....	6,300 00
Taxes .....	84,892 00
Premiums of insurance.....	18,526 52

Making a total of.....	\$363,758 51
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We paid to conductors, motormen and other employees engaged in the operation of cars, \$447,617.81. This amount includes the wages of nearly all the employees who are now demanding an increase of wages.

Taking the year just past as the measure of the amount which we will have to pay to such employees during the coming year, and assuming that our net earnings will be no greater, it would seem that an increase of twelve and one-half ( $12\frac{1}{2}$ ) per cent (being the two and one-half cents per hour additional demanded by the men) would mean the payment of an additional sum of about \$56,000, or a sum greater than one per cent of the capital stock. The payment of the additional sum would make a deficit for the year 1906 of \$12,490, and a total deficit for the years 1901, 1902, 1903, 1904, 1905 and 1906 of \$17,680.

Going back to the fact that during the five years of the existence of the United Traction Company, its earnings, after the payment of a dividend of five per cent, show a deficit of \$5,190.15, it is quite evident that the time has not yet arrived when the United Traction Company can afford to pay more wages than it is paying at present.

There is another reason why the company should not be obliged to increase its wages. The transfer system was inaugurated in the city of Albany May 1 in pursuance of the law passed last winter. The effect so far of this system has been to decrease the passenger receipts about one hundred dollars (\$100) a day, so that the normal increase in traffic receipts will probably be decreased that amount daily for the coming year. This is another reason why our employees should join us in endeavoring to tide over this handicap by being content with the present wages. If the decrease should continue during the year our deficit would be increased \$36,500 for the year 1906.

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We are of the firm belief that the earnings of the company and its ability to pay its employees, and not the need of the men should be the measure of the wages to be paid.

We will not controvert the exhibits presented in behalf of our employees so as to avoid the necessity of calling witnesses and prolonging the arbitration but will content ourselves with analyzing and criticizing them.

Exhibit "A" relates to an alleged increased cost of house rent in Albany and Troy. It will be observed that the answers represent one hundred and eight (108) of our employees in Albany and seventy-five (75) in the city of Troy, making a total of one hundred and eighty-three (183) out of eight hundred (800) actually employed, and being less than twenty-five (25) per cent. No reason is assigned for the increase in rentals paid, whether from choice or whether our employees moved to better locations, or saw fit to change their condition and mode of living. In this connection we desire to call attention to the fact that no evidence of real estate men has been produced to verify the actual increase in rental values in either city.

Exhibit "B" relates to the general cost of living, and it was represented to your honorable body that such schedule covered the period between 1900 and 1904. An examination of the Bulletin of the Bureau of Labor No. 57 for March, 1905, issued by the United States Government will show that the comparisons and percentages arrived at are based upon the cost of living between 1890 and 1900, a period of ten years, instead of between 1900 and 1904, and the average cost between those years is compared in the Bulletin with the prices of 1904. An examination of the Press-Knickerbocker article of July 19, 1905, which is annexed to their schedule as an exhibit, will show that that article refers to prices between 1890 and 1904, a period of 14 years. During this period of time the wages of the motormen and conductors have been increased from sixteen and one-half (16½) cents an hour paid in 1890 to twenty (20) cents an hour paid in 1904, being an increase of twenty-one (21) per cent.

Exhibit "C," presented by the employees, relates to the subject of clothing. The principal part of the article in the extract from the trade journal annexed to the exhibit refers to cloth known in the market as "clay." This cloth is made in England and an examination of the revenue schedule will show that it pays both a specific and ad valorem duty and its market value depends largely upon the cost of wool in England. The letter of Schattman Brothers refers to the "Middlesex" people and to the advance of blue goods. This paragraph relates to the products of the Middlesex mills which produce the cloth worn by our employees while in service. In 1900 we furnished this cloth to our men at \$2.40 per yard. During 1905 we have furnished the same cloth to our men at \$2.32 a yard, a decrease of eight (8) cents. In addition to this we desire to call the arbitrators' attention to the fact that during the past ten years there has been a gradual decrease in the price of this cloth to our men from \$2.50 to its present price, \$2.32. It is noticeable that in the schedule presented on that subject no reference is made by our employees to the cost of women's and children's garments.

Exhibit "D" relates to furniture, and reliance is placed solely by our men upon a very brief letter from Mr. Fogarty, of Troy, who states that there

has been an increase in the cost of these articles in general terms, and which is not worthy of our lengthy consideration.

Exhibit "E" relates to the cost of groceries. To substantiate their claims, tables are submitted as to the price of groceries on Central avenue and Clinton avenue, Albany, and Fourth street, Troy. No trade schedules are furnished, and no communication or tables from the well recognized grocery houses of either city.

Exhibit "F" relates to the wages of workmen of other crafts in the cities of Albany and Troy. In regard to this schedule we desire to direct the arbitrators' attention to the fact that our employees refer to the wages now being paid skilled mechanics who, in most instances, work but a portion of the year, such as plumbers, tinsmiths, lathers, carpenters, bridge workers, pavers and painters. Furthermore, the wages paid the skilled workmen is in a large degree dependent upon the sum which his employer, the contractor, can obtain for the work produced. The contractor surcharges the article which he produces with the cost of production. In other words, the sum which the contractor pays the employee is added to the article produced. The Traction Company cannot increase its cost of transportation commensurate with the wages which it pays its employees. It is dependent upon public statute or upon established traffic rates which it cannot change or alter at will. It is significant that no reference is made by the employees to the earnings of other members of its association in other sections of the State. In this connection we desire to submit to the arbitrators an article appearing in the number nine, volume 13, being the August number, 1905, of "The Motorman and Conductor," published under the auspices of the "Amalgamated Association of Street and Electric Railroad Employees of America," by Mr. W. D. Mahon, its president. On page 16 there appears an article on New York State wage scales which we herewith submit for your consideration.

#### NEW YORK STATE WAGE SCALES.

The following schedule of prices are taken from the New York State Railway Commissioner's Report of 1904, and shows the prevailing wage at present paid to motormen and conductors in the cities named. The wage per hour, also the number of hours worked per day are given:

Auburn and Syracuse—9 to 10½ hours, 16 to 19 cents per hour.

Binghamton—10 hours, 15 to 17½ cents per hour.

Brooklyn Heights—10 hours, 20 cents per hour.

Brooklyn, Queens County & Surburban—10 hours, 20 to 23 cents per hour.

Buffalo, Hamburg & Aurora—10 hours 18 cents per hour.

Buffalo & Williamsville—12 hours, 16 cents per hour.

Coney Island & Brooklyn—10 hours, 22½ cents per hour.

Cortland—11½ hours, 13 to 16 cents per hour.

Croastown (Buffalo)—10 hours, 20 to 22 cents per hour.

Dry Dock, East Broadway and Battery (New York City)—10 hours, 20 cents per hour.

Dunkirk—10 hours, 15 cents per hour.

Elmira—10½ hours, 14 to 16½ cents per hour.

Hamburg—10 hours, 20 cents per hour.

Hudson Valley—10 hours, 17 to 20 cents per hour.

International (Buffalo)—10 hours, 20 to 22 cents per hour.

Ithaca—12 hours, 11 to 15 cents per hour.

Jamestown—11 hours, 16½ cents per hour.

Kingston—10 hours, conductors 16½ to 17½ cents, and motormen 18½ to 20 cents per hour.

Long Island—10 hours, 20 cents per hour.

New York City—10 hours, conductors 17½ to 22½ cents, motormen 22½ to 24 cents per hour.

New York and Queens County—10 hours, 20 cents per hour.

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- Niagara Gorge—10 hours, 16½ cents per hour.
- Ogdensburg—10 hours, conductors 12½ cents, motormen 15 cents per hour.
- Olean—11 hours, 17 cents per hour.
- Oswego—11 hours, 17 cents per hour.
- [ Newburg—10 hours, 15 to 20 cents per hour.
- ! Plattsburg—11 hours, 13 cents per hour.
- ! Richmond—10 hours, 15 to 20 cents per hour.
- ! Rochester—10 hours, 20 to 23½ cents per hour.
- Rochester & Eastern—10 hours, 19 to 23 cents per hour.
- Rome—10 hours, 16 to 18 cents per hour.
- Schenectady—10 hours, motormen 18 to 25 cents, conductors 18 to 20 cents per hour.
- Staten Island—10 hours, 15 to 20 cents per hour.
- Syracuse Rapid Transit—10 hours, 20 cents per hour.
- Syracuse & Suburban—11 hours, 16 to 18 cents per hour.
- United Traction (Albany and Troy)—10 hours, 22½ cents per hour.
- Utica—10 hours, 16 to 20 cents per hour.
- [ Yonkers—10 hours, 20 cents per hour.

In giving the foregoing rates, where more than one rate is stated, a graded wage rate prevails, in most such instances the rate increases one cent for each additional year's service until by the required number of years the employee attains the highest scale.

While this list does not embody all electric railway companies reporting to the commissioners, it is sufficiently complete to indicate the wage range which is being paid to our craft throughout the State. The highest rate of wage paid to motormen and conductors is that paid on the Manhattan Elevated in New York City. However, there is an array of employees upon that system aside from the motormen and conductors who rank with the very lowest paid of our craft. The highest rates paid throughout the state have been established under the influence of our Association.

It will be noted that 70 per cent of the companies here reported pay a rate less than 20 cents per hour. Of the employing surface corporations reporting to the railway commissioners there are 88 per cent paying a less wage than 20 cents per hour.

The percentage of the gross receipts paid by the respective corporations to motormen and conductors ranges, approximately, from 8 per cent, the lowest, to 28 per cent. More than 70 per cent pay to motormen and conductors less than 20 per cent of the gross receipts. Basing car men's wages upon the possibility of gross earnings, more than 70 per cent of the roads would not be distressed by the payment of 30 per cent of the gross receipts as a minimum wage.

The state reports disclose the fact that a vast amount of interest paying bonds burden the various traction systems. Instances are not wanting where the bonded indebtedness almost, if not quite, equals the cost of roads and equipment. In such cases it is evident that the promoters and stockholders, or, at least, the principal stockholders, either constructed and equipped the plant without money or through the issuance of bonds are enabled to withdraw their individual money, or convert non-dividend paying stock into interest paying bonds. In this way the promoters, or controlling interest stockholders, are enabled to say to the employees "there is the property, pay off the mortgage and then we'll increase your wage."

The reports from the 101 operating companies predicate that a colossal traction service is rendered the people of the state and that at the same time an extracting process is permitted by which, through the bond and water system, massive fortunes are being matured by labor and turned over to the promoters of the "system." In the multitude of instances no dividends are earned, but interest is paid and profit is rapidly developing by increased values and the manipulation of stock. However, in the absence of dividends, and in the presence of artfully indicated deficits, the operative managements are enabled to save to the "system" millions of dollars that should otherwise strengthen the standard of wages and improve the conditions of employment. There is no reasonable excuse why the standard of wage should not be elevated upon 75 per cent of the electric service roads of the State of New York. Only the unionised roads of the state can compare in wage to employees with similar roads in other states.

Exhibit "G" relates to the hours of labor performed by our employees. The manifest unfairness of the schedule presented for your consideration will appear from the following statement: "There are two hundred and fifty-eight (258) runs on our time table. One hundred and sixty-seven (167) runs are over nine and three-quarters (9¾) hours; five runs are nine and

one-half ( $9\frac{1}{2}$ ) hours; two runs, nine and one-quarter ( $9\frac{1}{4}$ ) hours; thirteen runs, nine (9) hours; ten runs, eight and three-quarters ( $8\frac{3}{4}$ ) hours; twenty-two runs, eight and one-half ( $8\frac{1}{2}$ ) hours; ten runs, eight and one-quarter ( $8\frac{1}{4}$ ) hours; twelve runs, eight (8) hours; one run, seven and three-quarter ( $7\frac{3}{4}$ ) hours; one run, seven and one-half ( $7\frac{1}{2}$ ) hours; one run, seven and one-quarter ( $7\frac{1}{4}$ ) hours; three runs, seven (7) hours; two runs, six and three-quarter ( $6\frac{3}{4}$ ) hours. All runs under eight (8) hours have extra or theatre trips, bringing them up to the full schedule ninety per cent of the time. Furthermore, the schedule of runs under which our road is now operating was approved by the Amalgamated Association of Albany and Troy under an agreement made some time ago to which the arbitration is supplementary.

Upon the foregoing statements of fact we are of the confident belief that there should be no advance in the wages of our employees at the present time.

#### REJOINDER OF THE UNION.

Upon the part of the Amalgamated Association, Divisions 132 of Troy and 148 of Albany, we hereby submit our reply to the evidence submitted by the United Traction Company.

We must confess that we are somewhat confused, not knowing just how to reply, for in submitting their evidence the great portion of it they termed criticism, and, in fact, there was no contradiction stated or testimony given to the evidence that we have submitted so far as the standard of wages, the hours of labor and the costs of living in this community were concerned. So we will follow the lines outlined in their testimony in making our answer.

The first statement made by the company was their inability to pay the wage demanded. We contradict that testimony and declare that the United Traction Company is perfectly able to pay the wage demanded. In fact, our figures show conclusively that we are entitled to a higher rate of wage, and when we first investigated the figures and earning powers of the company we asked for and still believe that we should have twenty-five cents an hour.

We desire to first call your attention to the report of the United Traction Company for the quarter ending September 30, 1903, and 1904, which shows that the gross earnings from operations were \$435,860.74 in 1903, and \$456,953.88 in 1904, an increase of \$21,093.14. The operating expenses for the same quarter were \$279,726.71 for 1903, and \$271,484.42 for 1904, a decrease in operating expenses of \$8,242.29. The report for the quarter ending December 30, 1903 and 1904, shows that the gross earnings from operations were \$417,047.26 for 1903, and \$431,609.58 for 1904, an increase for the quarter of \$14,562.32. The operating expenses for the same quarter were \$288,013.60 for 1903, and \$250,418.14 for 1904, a decrease in operating expenses for the quarter of \$37,595.46. The report for the quarter ending March 30, 1904 and 1905, the third quarter of the fiscal year, shows that the gross earnings from operations were \$390,401.63 for 1904, and \$401,420.13 for 1905, an increase for the quarter of \$11,018.05. The operating expenses for the same quarter were \$284,478.01 for 1904, and \$234,813.06 for 1905, a decrease of \$49,664.95. The total gross earnings for the nine months of



the fiscal year, up to March 30, 1904 and 1905, were \$1,243,309.63 for 1904, and \$1,289,983.59 for 1905, an increase for the nine months of \$46,673.96. The operating expenses for the same nine months were \$852,218.32 for 1904, and \$756,715.62 for 1905, a decrease of \$95,502.70 in the operating expenses, showing an increase to the company of \$142,176.66. The report for the quarter ending September 30, 1903 and 1904, shows that the net income from all sources was \$93,431.41 in 1903, and \$98,665.63 in 1904, an increase of \$5,234.22. The net income from all sources for the quarter ending December 30, 1903 and 1904, was \$53,979.14 for 1903, and \$96,365.66 for 1904, an increase for the quarter of \$42,386.52. The net income for the quarter ending March 30, 1904 and 1905, was \$32,150.47 for 1904, and \$81,683.36 for 1905, an increase of \$49,532.89. The total net income for the nine months ending March 30, 1904 and 1905, was \$179,561.02 for 1904, and \$276,714.65 for 1905, an increase of \$97,153.63. The report for the last quarter of the fiscal year has not yet been filed, but taking the same quarter for the year 1904 which shows an increase over the previous year and as the tendencies are toward a further increase in 1905 it would not be unfair to the United Traction Company to use that as a basis of comparison. The report for the quarter ending June 30, 1903 and 1904, shows gross earnings from operations \$429,949.97 for 1903, and \$444,331.84 for 1904, and if the gross earnings for the quarter ending June 30, 1905, is not greater than that for 1904 the total gross earnings for the year ending June 30, 1905, was \$1,734,315.43, an increase over the preceding year of \$46,673.96. If the gross earnings increased for the final quarter of 1905 in proportion to the increase for the same quarter of the previous year the difference between the year 1904 and 1905 should be not less than \$61,055.83, the increase for the twelve months ending March 30, 1905, over the preceding twelve months.

The net income for the quarter ending June 30, 1904, was \$114,165.68, an increase over the net income for the same quarter of the preceding year of \$75,838.76. If the net income for the quarter ending June 30, 1905, was not greater than that of the same quarter of the year 1904 the total net income for the year 1905 was \$390,880.33. If the estimated net income for 1905, \$390,880.33, is not too conservative, the increase over that of 1904 was \$97,153.63. If you will add this sum to the surplus of 1904, \$43,729, you will see that the surplus for 1905 was \$140,882.63.

We desire also to call your honorable Board's attention to the reports of the American Street Railway Investments, published in the Red Book in the issue of 1905. This report showed that the company carried in the year of 1901 27,732,556 passengers and shows that in 1904 they carried 33,429,071 passengers; having thus carried 5,696,515 more passengers in 1904 than they carried in 1901. While the full reports for 1905 have not yet been published giving the amount of passengers carried by the company, we are safe to assume, basing our estimates upon the past reports from year to year, that the increase of 1905 over 1901 will show 8,000,000 more passengers carried. This report also shows the gross income less operating expenses in 1901 was \$432,682. In 1902 the gross income less operating expenses was \$474,680. In 1903 it was \$547,458. In 1904 it was \$602,880. Then further investigation will show you that after having paid their interest on bonds, taxes, rents, they have a net income in 1901 of \$186,131. This net income increases from year to year until 1904 we find the net income

is \$293,727 after all expenses for operation, interests on bonds, taxes and rentals have been paid. Take the company's claim that the wage increase will be \$56,000 a year, which is very exorbitant in our opinion, but granting that the claim is true and suppose they did not increase their passenger or freight business at all they could pay this claim and still have over \$235,000 left from one year's operation. As to the many statements made in the company's claim set forth there are many misleading and confusing statements. For instance, they state that it is necessary to maintain a surplus of a half a million dollars in their treasury in order to meet such emergencies as fire, etc. We would call your attention to the fact that they pay over \$18,000 a year from the earnings of the company, the jointly produced wealth of their capital and these men's labor, for fire insurance. As to their statement of losses from transfers, if you will examine the report referred to in the Red Book, you will find that the transfers have not increased in proportion to the increased number of passengers that have increased from year to year. This report will also show that the operating expenses per car mile is on the decrease as well as do their other reports made to the Commissioners of Railroads of New York State. The reason for this is plain when examined. Their sworn statement in 1901 to the Commissioners stated that they had all told 1,200 employees. Their statements for 1904 show the same as 1901, still 1,200 employees. In submitting our evidence and figures on the company's ability to pay we have quoted from the three quarterly reports made by the company to the Commissioners of Railroads of New York State and we submit these quarterly reports certified by the Commissioners to your Board. We have also quoted from their report to the Street Railway Investments made in the Red Book of the issue of 1905 and will be found on page 184. We submit that book.

We desire also to call your Board's attention to a statement made by a representative of the company yesterday, August 28th, that theirs was the most costly street railway in New York State. This we deny. The Bulletin of the United States Government of the census department for the year 1902 shows that there are fifteen companies in the State of New York who have a heavier rail than that used by this company. It shows that nine companies in the State have rails with a cask-welded joint. The Bulletin also shows that out of 96 companies in the State there are 46 companies that have more poles for the support of trolley wires to the mile than this company. Some companies have as high as 75 poles to the mile while this company has but 42. This not only means a less expense for poles but means miles less in span wire. As to rolling stock, we deny that their cars are better than those of other companies. They have more of the old type cars, which are a smaller car than most of the roads of this State.

In reply to the evidence we submitted yesterday, they placed no evidence, but stated that they would merely criticise our evidence, so the only answer we have now to make is our reply to our critics.

In reply to their criticism of our testimony on the increased rent under "Ex. A" we would inform your honorable Board that there was no pre-arranged plan of sending out these questions. We sent out what we thought would be enough to bring us back a basis to show your honorable Board just what the increase of rent had been to the street railway employees

themselves. These reports were sent out and distributed wherever a number of the men were found, being given to the men who had families and were filled out by them and sent back to us. Since these reports have been gathered we have a number of our members who have notified us that their rents have been increased and that they have not been given an opportunity to report it.

These reports are each made over the signature of the employee himself, and we cannot understand why the company would insist upon us going to a real estate dealer when the employee is the one affected, without it would be with the hope that we would not secure the evidence, for we were advised by several real estate men who told us they knew rents had increased but they feared they would incur the enmity of the landlord for whom they rented houses if they gave the information, so we went direct and have the evidence first hand of our members ready to swear to their statements.

In reply to their criticisms of the increased cost of living as shown by "Ex. B" in an article from the Press-Knickerbocker, we would ask your honorable Board to carefully consider that article, for it is correct and is a correct analysis of a lengthy report submitted by the Government which requires a careful investigation to find the results, but the article shows them very correctly, especially upon the articles required by the average workingman's family.

In reply to their criticisms of the increased cost of clothing under "Ex. C" we would ask your honorable Board to carefully examine our letters and figures submitted, coming from substantial and reliable business men. They have taken a portion of these figures and sought to ridicule the entire evidence set up, but the figures are there and we have received notices that the cost of uniforms must increase. The reference to the duty and price of wool in London does not affect or change the statement one iota. The price of cloth stated by the company should not be considered, for they are not engaged either in the manufacture, wholesale or retail clothing business. They did at one time compel their employees to purchase the cloth for uniforms from them.

Their prices were so unreasonable that the employees finally demanded and secured the right to purchase their uniforms in open market. The company may still have on hand some cloth that they are now reducing to fix the prices at this particular time.

As to their criticism covering the cost of furniture, as specified in Mr. Fogarty's letter under "Ex. D," we would inform you that Mr. Fogarty is a man of respectable standing in the community and that he gave us that statement. It covers the period from 1901 to 1904.

As to their criticism of the cost of groceries, charging that we went out to the smaller groceries to receive them, is not true. We went to such grocers as our people purchase from, and to such meat markets as they purchase from, and these figures are given over their signatures. The only question we asked of them when we gave the statements was to state correctly the prices so that they could be sworn to if necessary. Their criticism of our evidence concerning the wage of this community was to the claim that we had gone to skilled trades. This testimony is all submitted under "Ex. F."

We have gone to all walks and callings and secured from them their wage and conditions. In connection with this criticism of the company, we desire

to submit in evidence the book of rules governing and under which the motormen and conductors of the United Traction Company must perform their labor.

There is in this book one hundred and three rules governing motormen and conductors and we venture to say that there isn't a workman in any other trade or calling in Albany but what will agree that ~~our~~ rules are stricter and our line of occupation requires as much, if not more attention than theirs. These rules require, first, that the men must be clean and well dressed, and we would call your honorable Board's attention to this fact, that these men must uniform themselves under the directions of the company and submit to rigid inspection twice a year of their clothing. The thousands of workmen we have quoted to you as to wages and hours wear overalls and the commonest kind of clothes at their labor. Examine these rules and you will find these railroad men are performing a service that requires the utmost skill and diligence. Take the conductor in direction of a car; he must first look after the welfare, the life and limb of his passengers. Then he handles hundreds of dollars of the company's money, must be responsible for this money as well as the general reports and workings of his car. How many of the workmen we have quoted to you have the financial responsibility that this conductor has? The motorman must possess skill, judgment and ability. If you were to go to the great railway companies of this country and ask them how many men out of those applying make competent motormen they would tell you not more than one out of fifty. Compare the skill of these men and their wages with some we have quoted to you. Have we as much skill as the hod carrier that receives \$0.28 an hour? Have we as much skill as the stationary fireman who receives \$0.37 an hour for shoveling coal? Have we as much skill as the painter, the foundry helper, all of whom receive a high compensation compared with us? If you please, we claim our position and duty in carrying out and successfully performing our labor to the success of our employer and the protection of the great riding public requires as much skill as the most skilled.

In replying to the evidence submitted by the company referring to an article read from The Motorman and Conductor we would inform you that the article is not an official one. It is true The Motorman and Conductor is the official organ of the Amalgamated Association. It is also a trade paper, as we term it, and publishes the general news concerning street railways and the workings of our association. There is published in this paper the list of officers of the association, as referred to, but if you will examine its columns you will find that it is edited by Mr. R. L. Reaves, who is a member of our national executive board, but is hired by the association to edit the journal, and which has no connection with his official duties. If you will examine the columns of this paper you will find many articles concerning street railways gathered up by the editor from various reports, exchange magazines and papers and other sources, for which our association is not responsible. All official matter published in the journal goes over the signature of the president or officer issuing the statement. As to the article referred to, I never heard of it, as I had not seen this month's issue until I heard it read as evidence, and as to its accuracy you can judge when it states the wages of Albany to be 22½ cents an hour when they are only 20 cents.

In order that there may be no misunderstanding as to the conditions asked for by our association from this arbitration we submit a copy of the agreement and correspondence that has taken place between our association and the company.

In reply to the company's testimony concerning the runs of the employees, we still insist that our schedules submitted were correct, and to properly inform your honorable Board, will place witnesses on the stand to familiarize you with the same.

[Witnesses were here called by both sides who testified as to the accuracy of "Exhibit G." Testimony was explanatory of schedules and substantiated that which had been submitted in the brief and answer, the company claiming that the schedule was incomplete but was correct as far as it went. In closing, Mr. Hessberg, on the part of the company, said:]

There has been offered in evidence a memorandum of an agreement between the United Traction Company and the Amalgamated Association, to which Mr. Mahon referred, and Mr. Fassett on the stand, which are preliminary to the arbitration commission. We have no objection to that. Then there has been offered in evidence the arbitration agreement, and we have no objection to that, but appended to that there is a communication under date of July 1, 1905, which is a communication from Judge McNamara to the officers and members of the Amalgamated Association of Street and Electric Railway Employees, which sets forth certain things that happened in the controversy between the men and themselves and makes offers of compromise and settlements. All matters in controversy of course are merged in the agreement to arbitrate.

We ask that that communication be rejected. It simply relates to a communication from the company and not statements of the men, and we say that it is not properly before the Board and should not be considered and we ask that it be rejected and not received in evidence. We don't want to go into that issue.

I know and believe that this commission will not be influenced by anything that has preceded the arbitration agreement. We did endeavor to compromise and arrange the difference between our men and ourselves rather than have to bring this matter before an arbitration or any court. We made an earnest effort in that direction and it failed, and we have entered into an agreement upon everything except the subject of wages, and we finally entered into an agreement to arbitrate that. We ask your honorable Board to disregard everything except what is properly before you on that question.

The only question to be determined is the one presented by their side, and as far as we are concerned we do not yield one iota from the position we assume in our brief under the question that is presented. We have examined the exhibits that have been placed in evidence this morning, and we are perfectly willing to regard the entire subject closed, with the exception of a few statements.

In regard to this Red Book, of course it is a compilation of such statistics as the publisher can obtain. It does not purport to be official, nor is it official, and we ask that so far as the statements in the book are concerned, whatever they may be (we haven't had a chance to examine them), they should be disregarded, and that the commission substitute for the same period the official reports to the New York State Railroad Commission, which

are made under oath by the company, in accordance with the regulations prescribed by the State Board of Railroad Commissioners, upon blanks furnished by them, and prepared in accordance with the provisions of the State Railroad Law governing that particular subject.

Now the men have put in evidence here certified copies of the quarterly reports made September 30, 1903, and 1904; and in that regard I desire to call your honorable Board's attention to the fact that that covers the summer months, a period of time which is most profitable to the company. All street surface railway companies carry the largest number of passengers during that time; it is the best quarter of the year.

Those quarters of course are merged in our annual reports for the years 1903 and 1904, and we give the actual results of the entire year's operation. And the statement which is incorporated in our brief is not the result of juggling the thing, but the actual, honest, bona fide result prepared by subordinates in our office for the years 1903 and 1904, before the question of any controversy between the men and ourselves came up, made under oath by the accredited officials of the company, and on file with the Board of Railroad Commissioners, and bear the official stamp and sanction of that board. These reports show that for the year 1903 we had a deficit of \$1,677.89, and that in 1904 we had a surplus of \$43,729.19. Now they have also picked out the quarterly report of December 30, 1904, and we have compared that with the report of 1903, and it shows the danger of people attempting to analyze figures when they are not wholly informed as to all the facts surrounding the circumstances which bear upon that preparation. During that quarter we had a controversy with the Hudson River Water Power and Transmission Company. We obtain power from them instead of operating our power house with coal; it came from Spier Falls. There was a difference as to their account. They stopped our cars for fifteen minutes so that they could claim a forfeiture of that contract on a breach on our part. Fifteen minutes after that they again commenced to operate our cars, and sent us notice that we were indebted to them for a certain sum of money. That bill has not been paid, and is in litigation, and hence it was not incorporated in that quarter ending December, 1904, and shows this decrease in operating expenses. That action is still pending. We have been sued not only for power for that quarter, in addition to certain surcharges, but for damages amounting to half a million dollars. This is one reason why in this one particular quarter the operating expenses appear smaller than they otherwise would. That bill has not been paid and is a liability if we are defeated in the action.

Reference is also made to the question of increased earnings of the company, and they refer to the gross earnings. Everyone knows that when more cars are operated as a rule the operating expenses increase, and a comparison of our reports will show that the actual results, the net results, are set forth in our annual reports, and they are no different there than we have set forth and stated here, and are not problematical sums as these gentlemen have worked out by taking a certain quarter and estimating what we ought to earn for another quarter.

I have referred to the Red Book, its unofficial character.

There is no dispute about our figures, nor can there be. They are what our books show, what the actual results are.

Now transfers are referred to, and they say we gave more transfers when this work was published, and why should this great change come about now? We claim we are losing a hundred dollars a day by that operation. The transfers referred to in our reports heretofore, up to May, 1905, and referred to in this publication, are transfers which were issued in the city of Troy. When we acquired the Troy City Railway, transfers were in operation in that city. It had no reference to the city of Albany. \* \* \* \* \*

My friend here, who comes from Detroit or somewhere in the West, attempts to argue the question. Why, it is wholly immaterial, and inasmuch as I said yesterday that we have one of the best lines in the country, and I was very sorry to hear the representative of these men attempt to criticize us and attempt to illustrate that we haven't a sufficient number of poles, rails, etc. I want to say on that subject we have a rail which is the standard rail and best known and weighs ninety pounds to the yard. So far as construction is concerned the posts, 75 posts to a mile, that he referred to, relates to suburban lines, where they have wooden poles and where they are necessary. We have the very best poles, made of steel, and do not require so many to the mile. We have, and I repeat and reiterate, the best known construction for street surface railways in this country and the most expensive, and we get the very best the market affords.

I do not believe there is anything else to answer, much less controvert, in the statement that has been offered in reply. We are entirely willing and content to submit this question to you gentlemen for final consideration and action upon the evidence thus far presented, simply reiterating our belief that this question should be finally and ultimately determined upon the earnings and ability of this company to pay, and that is the question which should be presented for your consideration, and upon which final action should be taken.

Mr. Mahon, on the part of the employees in his final appeal, said:

As to the quarterly reports submitted in our testimony; they gave one year. We secured the quarterly report for the last quarter of last year. We could not secure this quarterly report as it had not yet been filed with the Railroad Commission. But we secured the three that had been filed for the past year.

They are not for the summer months, but for the twelve months of the year, from month to month. They show, as we stated there, the increase in earnings and the decrease in operating expenses, and we leave those figures with you to determine. We feel that they are conclusive evidence in showing that we are justified in asking this company an increase in wage. It doesn't matter whether you come from Detroit or whether you come from San Francisco or New York City, any man who will examine these figures is able to figure them, that knows what figures are, and I assure you that there are people in the city of Detroit that can figure as well as my friend from Albany.

They object to the figures published in that year book. That book gives the figures that are given of all the street railway investments of this country, and if you will examine the bulletin issued by the government you will find they quote the Street Railroad Investments. The gentleman well knows that they are authority, and are the accepted authority in the financial world. But that report I presume was made to sell their stock and bonds, and it wasn't supposed that the poor workingman would ever see it or know

anything about it. You gentlemen who know anything, and your honorable Board is familiar with the business world, you know that that is accepted authority.

As to any criticism of this railway company, we haven't come here to criticise. We have made our statements in our blunt way to show you that the contentions made by the company were not as they had made them, and as they desire to affect you upon the determination of our wage rate. There are hundreds of railroads in this country, many of them, I ought to say, as well equipped, if not better, than this one. But we replied to these facts as we found them, and call your attention to what was true—that they should not say that they had a right to increase the bonded indebtedness of this company far beyond that of any other, in order that they could meet what they consider the cost of a higher railway system; so it was not in the way of criticism. We are here, if your honorable Board pleases, to determine the wage question. We are here as an organization representing the employees, representing our trade union. I know that there are some who criticise and look upon every act of the trade union as being that of agitators, and I am here to contradict that and say to you that the trade union is the business organization of the wage worker. It is the only organization through which he can protect the only commodity that he has to sell on the market of the world, and we are here before this commission as the men who are selling their labor to this company, contesting for what we believe and ask this board to grant us, the rate of wage that we think we are entitled to.

We have been fair and honorable to the company in all these negotiations. At the outset the requests of the men were submitted and negotiations were carried on, and when we finally disagreed, instead of going to a strike, we adopted this means of arbitration and come to you. We have done it all honorably and as business men, and we are here to carry out any contract that we have made or any decision that your honorable Board may make.

We show the condition, if you please, leading up to the arbitration. As to our evidence on the increased cost of living, I think we have fairly explained our position upon that. We sought fairly to obtain it. I think it is unnecessary to go beyond yourselves to realize the increased cost of living that has been taking place from year to year, and day to day. Any man of family knows that; any man who has to purchase the necessities of life for himself or others, knows that. And the figures we have secured are figures that we secured by asking those who gave them to us to give us fair and honest figures, that they might be called upon to come here and swear to them, and those figures were all obtained under that condition. We secured responsible men; some of them were small grocers, I know, but we went to the grocers that we deal with; and we believe that the small man in business, as well as the laboring man, is just as responsible in his word as were he the greatest merchant in the land.

We had some difficulty in obtaining these figures. Every merchant we went to said that he knew that prices had increased, but he feared in publishing them it might injure him. He was willing to sit down and tell us prices had increased, but he hesitated to give us the figures.

As to the wage of this community, we have shown the rate. We have secured that by going to every organization, regardless of whether it was skilled or unskilled. That question should not enter into this. We have



got the fair wage return for this community, which shows that in all walks of life, from the lowest to the highest, from the common laborer, the hod-carrier, up to the highest, have a higher rate of wage than the street car men of this community—men who have had, and I repeat, men receiving the lowest wage and who hold as responsible, if not the most responsible position in your community. They carry your families. They carry your children, not once in a while, upon a vacation or excursion, but every day. You trust into their hands the condition and the lives of your wives and your children. It requires skill, it requires ability, it requires honesty and it requires a training. I want to say to you the assertion that the street car man is soon made is not true, my friend; to the contrary.

I know that it is not a question of arbitration, but they will agree with me that the man who goes to learn has to be trained, and it takes a long time to make him a good and efficient workman, if he ever becomes one. He enters the service and he first serves for twenty-one days as a motorman learning the road. He receives no compensation for that, and then he enters his apprenticeship; he goes on as an "extra," as a subman, and he works up through the extra list, sometimes extending into months, knocked from pillar to post, and then he finally gets a run. He gets the short paid run, of which we spoke here to-day, and he works up through them until he gets a day run and becomes an established railroad man upon that service. He serves an apprenticeship as long almost as any other men, in these days of improved machinery, because the skill of a man to-day is not the question. They learn to operate the machine in a very short time and are efficient and are accepted as being competent men in their line of business. The machinist learning his trade to-day learns the machine, in a great majority of cases, in a few days, as to the operation of it, and in a short time he is pronounced a machinist. Our men to become efficient have to serve as long as any other, when you come to consider the condition under which they serve.

It has been said here, and I want to contradict that, the interest upon stocks should be paid before the question of wages is to be considered. I want to contradict that. I want to say to you that the most important is the question of labor. The idea that the men would have to wait for an increase of wages, although we figured amply for the provision of these people in that matter, but that idea is a wrong one, that men engaged, especially as we are, in the railroad business, where the ownership and handling of the roads upon which our occupation is many times in the hands of jugglers and financiers—I am not saying so in this case, but we know that is true—the idea that we have to wait for wage until that interest had been paid would be—well, I would regret to ever find such a condition of affairs. I would regret that for I feel that the future of the workmen of this country, in the many occupations, would be in a bad condition, for, if you please, bonds would be continued to be issued as long as the Hudson flows onward towards the Atlantic and as long as there is water to supply it. It is a wrong theory, and we ask this board of arbitration in considering that to consider these men in this occupation, the men who do this labor, the men who build up these roads, the men who have made it possible for this railroad company to be the most successful railroad in this country, as they claim. It has been the work of these men. If it is a successful railroad it is the men who operate the railroad that make it a success. It rests with the employees and the successful employees.

There has been stated this morning a matter that I had not intended to touch upon. The gentleman brought in here this morning, and desired to file, the wage of New York State, or something of that kind. He quoted yesterday a long wage rate which was published in the Motorman and Conductor, and to-day brought in further figures upon that matter. I have prepared my opinion upon that matter, and which I feel that I should now express to this commission.

The assumption that men are available for the United Traction Company service at whatever wage street railway employees are receiving in other cities where the wages range lower than in Albany and Troy is utterly unsound, and is irrelevant, and should never have been introduced, and should not be considered. It is so irrelevant that the union declines to give assent to the vicious principle back of it by offering evidence in rebuttal.

Every nation has its own life, and in our country every state and every district, city and village has its own conditions.

We do not drive the wages of America to the level fixed in China or Russia, by influences too terrible to contemplate. On the contrary, we struggle against every tendency toward leveling down by setting up bulwarks of state against wage-lowering immigration, by adopting protective tariffs and by spreading the gospel of benevolent solicitude for the welfare of our people; and surely we cannot do on principle for the part that which would be criminal to do for the whole. We cannot without worse than folly level down our more fortunate, more advanced states to the level common to the less fortunate, less advanced states; nor the more fortunate, more advanced districts, cities, villages, industries or persons, to the common lower levels.

Arbitration dare not level down; to do so would be crime against society, and destructive of industrial peace. It would be to violate the laws of social progress. And it would mean and oblige the abandonment of arbitration in the more happily circumstanced states, districts, cities and villages by every labor union in every industry which has struggled up out of the slough of miseries and has gained an upland in the movement towards that noble condition of widely diffused wealth, of which such great minds as Lecky and others speak, and for which the world longs. For how could a labor union resort, with sanity, to arbitration, knowing that its progress, or the progress of its time and place would count against it and prove a bar to further progress and perhaps, through comparison with stagnation or retrogression in other districts, be forced backward.

But very little reflection seems needed to convince us that the conditions which in arbitration should govern the returns of capital and the wage of labor should be conditions actually obtained in the industrial center directly concerned.

It does not give the measure of profit proper on muslin or steel in Skagway to prove the profit ruling in Manila or New York. It does not give the measure of wages proper for mining in the Klondike to prove the wages ruling in South Africa and Colorado. The thousand relations and cross-relations which make up the warp and woof of environments must determine. Districts which are exceptionally fortunate are entitled to the advantages of the exceptionally fortunate. Industries which have outgrown difficulties and hazardous conditions, or have never known them, are entitled to hold their enviable state.

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The capital which sought returns peculiar to the Alaaskan gold fields, amidst the risks and perils that hang about the frozen north, may justly insist that it be not reduced by arbitration to the returns of mining in the lower latitudes.

It is manifestly preposterous to ask this arbitration board that, because men work for so much, or so much, in one city, that they establish that wage for other men working in another city. It does not follow that these men receiving this low wage would willingly leave their seemingly underpaid employment and journey to another city, perhaps a far distance, and there sell their labor at a less price.

I want, in conclusion, to thank this arbitration board for having accepted this position. I assure you that upon the part of our organization we thank you for the patience that you have had with us in our crude manner and way of submitting our case.

We have presented to you, in our humble manner and to the best of our ability, our conditions, and we appeal to you to consider them. Consider them from every side, and considering them along the lines that we have requested will not be to injure this company. The better paid man is the better servant. A man in this occupation, the better he is paid the better he is for the company.

The street railway companies should be leaders in high wages and improved conditions; and it will not injure them, while it will be a blessing to this great army of employees.

The third and final hearing was held on August 31, when the arbitrators took the question under advisement and on September 13, by a majority vote, reached a decision in favor of a rate of 22 cents an hour, thus:

At a Meeting of the Arbitrators held at the Office  
of Lewis E. Carr, in the City of Albany, N. Y.,  
on the 13th day of September, 1905.

Present:

J. Rider Cady,	} Arbitrators.
Lewis E. Carr,	
John T. McDonough,	

In the Matter of the Arbitration between United Traction Company and Divisions 132 and 148 of the Amalgamated Association of Street and Electric Railway Employees of America.

The undersigned respectfully report that, having heard the proofs and allegations of the parties and having duly considered the same, they find, decide and report, in pursuance of the terms of the agreement of arbitration under which they act, that the wages to be paid by United Traction Company to the conductors and motormen in its employ for the year ending June 30, 1906, shall be twenty-two (22) cents per hour.

Signed in duplicate this 13th day of September, 1905.

J. RIDER CADY,  
JOHN T. McDONOUGH,  
*Arbitrators.*

#### IV.

### JOINT TRADE AND INDUSTRIAL AGREEMENTS.

#### I. STONE, GLASS AND CLAY PRODUCTS.

##### CEMENT WORKERS, GLENS FALLS.

[Terminating dispute of Nov. 15, 1904—March 25, 1905, described in Section III, page 176, as well as in Table I, page 26.]

GLENS FALLS, N. Y., *February 10, 1905.*

"Memorandum of agreement entered into this 10th day of February, 1905, between the Glens Falls Portland Cement Company, party of the first part, and the Cement Burners' Union, No. 8,767, of Glens Falls, N. Y., party of the second part, represented by the authorized committees of both parties, as per the signatures attached hereto. This agreement is to take effect immediately and to be in force for one year from this date.

"It is agreed by and between both parties, that the wages for burners, for eight hours work, shall be \$1.87½, and for helpers \$1.75 per day, with the understanding that in the event of the blower system not being in operation on any of the kilns and the men working two shifts of 12 hours, the wages for burners shall be \$2 per day, and for helpers \$1.87½ per day.

"The party of the first part hereby agrees that they will start their plant in operation at the earliest possible date, as soon as necessary repairs can be made and that they can procure coal, and they further guarantee that they shall employ the parties of the second part at the wages hereinbefore mentioned, for at least 10 consecutive months from the date of the commencement of operations, with the distinct understanding that if the party of the first part are unable to run their plant from any of the following causes—fire, breakdown of any of the machinery, the necessity of relining any of the kilns, strikes or any accident, or any other thing which may happen beyond the control of the party of the first part, they will not be obliged to employ any or all of the men during such periods, and the agreement of the party of the first part to run their plant for 10 consecutive months, shall not be binding under these conditions, and the burners and helpers will have no claim of any kind whatsoever against the cement company for not having run constantly for 10 months.

"If for any other than the above reasons the party of the first part shall not run their plant so as to employ the parties of the second part during said consecutive 10 months, the party of the first part hereby agrees with the parties of the second part that they shall pay to the burners and helpers at the time that the plant shall be shut down 25 cents per day additional to each and every burner and helper for the time that he has been employed from the date of the opening of the plant to the date of the shutdown.

"When any differences arise between the employees and the company they shall be submitted in writing, and in the event of the representatives of the company and the representatives of the union being unable to agree, then

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the matters in dispute shall be submitted to an arbitration board of three; one to be selected by the company, one to be selected by the union, and the third to be selected by the two other arbitrators.

"The question in dispute shall be fully investigated by said board of arbitrators, whose decision shall be final."

Committee for the Glens Falls Portland Cement Company:

GEORGE F. BAYLE,  
A. W. SHERMAN,  
WILLIAM H. ROBBINS.

Committee for the Burners' Union, No. 8,767:

JOHN H. PENDY,  
FRANK PREVOST,  
JOHN MARSHALL,  
MICHAEL F. SENNETT,  
E. H. ST. PIERRE.

#### MARBLE WORKERS, NEW YORK CITY.

(a) Marble Machine Workers and Marble Industry Employers' Association.

[Agreement of April 30, 1903, under which the dispute of May 1-6, described in Table I page 28, was submitted to arbitration; with decision of umpire (Judge Lawrence)].

*An agreement made and entered into the 30th day of April by and between the Marble Industry Employers' Association and the Marble Machine Workers' Union.*

Article I. That from the first day of August, 1903, until the first day of May, 1905, eight hours shall constitute a half [sic] day's work on Monday, Tuesday, Wednesday, Thursday and Friday, and four hours shall constitute a half day's work on Saturday of each week. Work to commence at 8 A. M. with noon hour for dinner.

Article II. That the minimum rate of wages for men employed on a "Riehl" machine or any planing machine shall be \$5.00 per day, for bed rubbers \$4.50 per day, and for sawyers \$4.25 per day.

Article III. That all labor performed in excess of the regular working days enumerated above, and all labor performed on legal holidays shall be entitled to an advance of 100 per cent.

Article IV. That all employees shall be paid on Friday before 5 o'clock P. M. of each week, up to and including the preceding Wednesday.

Article V. That there may be one apprentice bed rubber for every five men employed, based on the average number of journeymen employed during the previous year, and no employer shall be entitled to more than two apprentices. The apprentices to serve for a term of four years and start his apprenticeship not over 18 years of age.

Article VI. The members of the Marble Industry Employers' Association agree to employ no bed rubbers, sawyers or machine hands who are not members of the Marble Machine Workers' Union or the Reliance Labor Club and the Marble Machine Workers' Union agree on their part to work for no person or persons doing business in Greater New York not members of the Marble Industry Employers' Association.

Article VII. That on and after this date the Marble Machine Workers' Union will refuse to work for any firm in any way interested in convict manu-

factured marble or manufactured marble imported into the United States or marble cut or coped outside of New York or vicinity, excepting marble tiles from the State of Vermont or white marble tiles imported from Italy.

Article VIII. That the Marble Machine Workers' Union shall arbitrate all grievances that may arise in future before striking any shop.

Article IX. That this agreement is to continue in force from the first day of May, 1903, until the first day of May, 1905, and if any change is contemplated by either party to this agreement, a notice in writing shall be given by the party contemplating such change, stating fully what the proposed change is, at least three months prior to the expiration of this agreement, viz, May 1, 1905.

*Note:* (The minutes of the meeting are the basis of this agreement.)

(Signed)

MARBLE INDUSTRY EMPLOYERS' ASSOCIATION.

MARBLE MACHINE WORKERS' UNION.

#### DECISION OF UMPIRE.

After carefully reading the voluminous record in this case, and the briefs submitted by the advocates and counsel of the respective parties, I am of the opinion, and, therefore, decide:

**FIRST:** That the custom mills, of which the Manhattan Marble Company was one, were not recognized as union mills, and were not understood to be such by the Marble Machine Workers' Union when it made its agreement with the Marble Industry Employers' Association, on the 30th of April, 1903.

**SECOND:** That the Marble Machine Workers' Union knew that the Manhattan Marble Company was one of the custom-mills on the 30th of April, 1903.

**THIRD:** That the discussion which occurred at the meeting between the conference committee of the marble employees and the executive committee of the Marble Industry Employers' Association, on the 30th of April, 1903, clearly shows that the Marble Machine Workers' Union did not intend, nor did the Marble Industry Employers' Association intend that the said agreement should apply to sawyers employed in the custom or outside mills, as they were designated at said meeting.

**FOURTH:** That the minutes of said meeting were the basis of the agreement of April 30, 1903, between the Marble Industry Employers' Association and the Marble Machine Workers' Union, and that for a proper construction of said agreement said minutes may be properly resorted to.

**FIFTH:** That the Marble Machine Workers' Union, by its action in signing, on the 10th of August, 1903, the agreement with the Marble Mill Owners' Association, indicated most clearly that it was the understanding between the parties to the agreement of April 30, 1903, that the shops of the so-called custom mills were at that time non-union.

**SIXTH:** That the joint arbitration plan between the Building Trades Employers' Association and the Unions of the Building Trades of the City of New York, only applied to such shops as were recognized as union shops on or after July 3, 1903, by the said Building Trades Employers' Association, and that it does not appear that the custom mills aforesaid were ever recognized as such union shops by said Building Trades Employers' Association.

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**SEVENTH:** That the Mill Hands' Customers' Union entered into the agreement (Exhibit U) with the Marble Mill Owners' Association on August 10, 1903.

**EIGHTH:** That the firms composing the Marble Mill Owners' Association were mostly the same firms which, among others, attended or were represented at the meetings between the executive committee of the Marble Industry Employers' Association and the conference committee of the Marble Industry, respectively held on the 23rd of June, 1902, and the 21st of July, 1902, and subsequent thereto down to November 13, 1902. That from the minutes of said meetings it clearly appears that the distinction between the manufacturing and custom mills was understood by both parties attending such meetings.

**TENTH:** That at the meeting of April 30, 1903, at which the agreement of April 30, 1903, was made and adopted, it was distinctly admitted by the chairman of the conference committee that the committee "do not claim any interest in what is (are) known as the outside mills."

**ELEVENTH:** That it was also the understanding that the sawyers in said agreement referred to—stated to be fourteen in all—were only the sawyers in the Marble Machine Workers' Union and did not refer to the sawyers who were employed in the custom or outside mills, who were or subsequently became members of the Mill Hands' Customers' Union.

**TWELFTH:** That the Mill Hands Customers' Union was not a party of the joint arbitration plan.

**THIRTEENTH:** That it does not appear that the Marble Mill Owners' Association was a party to the joint arbitration plan.

**FOURTEENTH:** That the Manhattan Marble Company did not employ the members of the Marble Machine Workers' Union.

**FIFTEENTH:** That the R. C. Fisher Company did employ as sawyers members of the Marble Machine Workers' Union, and none but union men as such sawyers.

**SIXTEENTH:** That the wages paid by the R. C. Fisher Company were those prescribed by the agreement of April 30, 1903, between the Marble Industry Employers' Association and the Marble Machine Workers' Union.

**SEVENTEENTH:** That the wages paid sawyers by the Manhattan Marble Company are those prescribed by the agreement of August 10, 1903, between the Marble Mill Owners' Association and the Marble Mill Customers' Union (see agreement p. 566).

**EIGHTEENTH:** That it does not appear that there was any agreement between the Marble Mill Owners' Association and the Marble Machine Workers' Union, other than the agreement, Exhibit U, of August 10, 1903, heretofore referred to.

**NINETEENTH:** That the Marble Machine Workers' Union having agreed to the exception as to the sawyers belonging to their own union, are estopped by their agreement of August 10, 1903, aforesaid, from claiming that under the terms of the agreement of April 30, 1903, the Manhattan Marble Company have violated the latter agreement.

**TWENTIETH:** That by the agreement of August 10, 1903, the Marble Machine Workers' Union recognized the Mill Hands Customers' Union as union men and the rate of wages thereby prescribed.

**TWENTY-FIRST:** That the Manhattan Marble Company has not, therefore, violated the agreement between the Marble Industry Employers' Association and the Marble Machine Workers' Union, nor the provisions of the said joint arbitration plan.

**TWENTY-SECOND:** That the evidence shows that the the R. C. Fisher Company has only employed union men and that it has not been guilty of a violation of the agreement of April 30, 1903, nor of the said joint arbitration plan.

I, therefore, decide that the charges two, three and four, which are the only charges submitted to me against the said Manhattan Marble Company and the R. C. Fisher Company, and each of them, should be dismissed.

(Signed) ABM. R. LAWRENCE,  
*Umpire.*

Dated, New York, January 15th, 1906.

(b) Marble Hands Customers' Union and Marble Mill Owners' Association.

[Agreement referred to as Exhibit U in preceding decision.]

The Marble Hands Customers' Union of New York and Vicinity having made certain demands upon the Marble Mill Owners' Association to unionize their plants, therefore at a conference committee of the employees of the Marble Industry with the Marble Mill Owners' Association, held at 1123 Broadway, New York, August 10, 1903, at 8 P. M., it was agreed to and with each other as follows: That in consideration of the Joint Conference Committee representing the Reliance Labor Club, the Whitestone Association, the Marble Machine Workers Union, and the Compact Labor Club of the Marble Industry Employees' Association that, if the Marble Mill Owners would recognize the Marble Mill Hands Customers' Union of New York and Vicinity as a union, that the Joint Conference Committee as above named do and hereby guarantee the Marble Mill Owners' Association that in consideration of signing the following understanding and agreement they will hereafter refuse to handle, use, work or finish any sawn material in New York City or vicinity other than that sawn by the members of the Marble Mill Owners' Association.

**WITNESSETH:** That in consideration that the Reliance Labor Club of Marble Cutters & Carvers, the Whitestone Association, the Marble Machine Workers' Union and the Compact Labor Club for the Conference Committee of the Marble Industry agree that they will not handle, use, work or finish any marble slabs imported from Italy or from the states of Tennessee, Vermont, Massachusetts, or elsewhere.

**FIRST.** That from the 11th of August, 1903, until the 1st of May, 1905, ten hours shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.

**SECOND.** That the minimum rate of wage for saw hammerers and setters shall be \$3.50 per day, and the minimum rate of wage for sawyers shall be \$3.00, and the minimum rate of wage for laborers shall be \$2.40 per day.

**THIRD.** The Marble Mill Hands Customers' Union agrees in emergency cases to work a maximum of two hours on the same shift, at the regular rate of wages. That all labor performed in excess of the regular working hours above mentioned, and holidays, is to be paid at the rate of time and a half.



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FOURTH. That the members of the Marble Mill Owners' Association agree to employ only members of the Marble Mill Hands Customers' Union of New York and vicinity, and they, on their part agree that they will not work for any person or persons doing business in Greater New York and vicinity, not members of the Marble Mill Owners' Association.

FIFTH. That the men now in the employ of members of the Marble Mill Owners' Association be admitted to the membership of the Marble Mill Hands Customers' Union on the same basis as those now members, subject to the rules of the Marble Mill Hands Customers' Union.

SIXTH. That when necessary any temporary help may be employed for the emptying or filling of gangs, or the reception of material into the yard, members of the above mentioned unions to have preference.

SEVENTH. That all disputes are to be arbitrated between the Conference Committee and the Marble Mill Owners' Association. This Board, failing to agree, shall select an umpire whose decision shall be final and binding upon both parties.

EIGHTH. That this agreement is to continue in force from the 11th day of August, 1903, until the 1st day of May, 1905, and, if any changes are contemplated by either party, a notice in writing shall be given by the party contemplating the same through the Joint Conference Committee of the trade, stating fully what the proposed change is, at least three months prior to the expiration of said agreement, namely, May 1, 1905.

For the Marble Mill Owners' Association:

ROBERT H. REID & Co.,  
FRED C. RIST,  
FEENEY & DEVANY,  
FERTIG-PHELPS MARBLE Co.,  
MANHATTAN MARBLE Co.

For the Mill Hands Customers' Union:

JAMES A. FITZGERALD,  
FRANCIS J. COYLE,  
R. L. C. of M. C.,  
GEO. HONEYMAN,  
W. S. Association,  
J. LANNAGHAN,  
M. M. W. U.,  
CHAS. F. YAKEL,  
Compact Labor Club.

## WINDOW GLASS WORKERS' NATIONAL AGREEMENT.

*Scale adopted at Erie, Pa., September 23, 1904, between Manufacturers' Committee and Amalgamated Window Glass Workers of America. This scale is operative from October 1, 1904, to May 31, 1905.*

## DOUBLE STRENGTH.

6 x 8 to 12 x 18.....	\$0 71
12 x 19 to 16 x 24.....	93
16 x 25 to 24 x 36.....	1 44
24 x 37 to 30 x 41.....	1 74
30 x 42 to 36 x 51.....	2 15
36 x 52 to 39 x 60.....	2 52
40 x 60 to 40 x 65.....	3 69
40 x 66 to 40 x 70.....	4 56
40 x 71 to 40 x 78.....	5 64
All above.....	7 17

## SINGLE STRENGTH.

6 x 8 to 8 x 10.....	\$0 45
8 x 11 to 10 x 15.....	47
10 x 16 to 12 x 18.....	54
12 x 19 to 16 x 24.....	61
16 x 25 to 24 x 30.....	82
24 x 31 to 24 x 36.....	98
24 x 37 to 26 x 40.....	1 07
26 x 41 to 28 x 44.....	1 18
28 x 45 to 32 x 49.....	1 66
32 x 50 and above.....	1 88

Grinders per box, \$1.13, subject to all percentages.

Single strength blowers shall receive the above list less 17½ per cent.

Double strength blowers shall receive the above list less 27½ per cent.

Single strength gatherers shall receive 75 per cent of blowers' wages.

Double strength gatherers shall receive 58 per cent of blowers' wages for 40 x 60 and above, and 70 per cent of blowers' wages for 39 x 60 and under.

2. Flatteners shall receive 25 per cent of gross earnings of blower.

3. Single strength cutters shall receive for cutting glass, 29 cents per box of 100 feet, less 27½ per cent which includes booking and sorting glass.

Double strength cutters shall receive for cutting glass, 39 cents per box of 100 feet, less 27½ per cent which includes booking and sorting glass.

4. Cutters shall receive price and one-half for all fractional sizes above 16 x 16, excepting 13½ x 26 and 13½ x 28, and double price for all fractional sizes booked 16 x 16 and under, and double price for all sizes under 14 united inches.

5. In factories where a boss cutter is employed, he shall be a member of the Amalgamated Window Glass Workers of America.

6. Cutters must have their glass cut up not later than four days after it is in the cutting room.

7. Cutters shall furnish blowers, gatherers and flatteners with a slip of their glass once a week.

8. Cutters are not to carry out glass.

9. Cutters are to allow an extra light in each box of 50 feet of  $13\frac{1}{2} \times 26$  and  $13\frac{1}{2} \times 28$ . That is, 20 lights of  $13\frac{1}{2} \times 28$  and 21 lights of  $13\frac{1}{2} \times 26$ . In booking to blowers, however, they must be booked in the same brackets as formerly. Cutters are also ordered that all glass that takes six lights per hundred feet, shall not be counted in quarters or eights, but in thirds and sixths.

10. *Stock Sheets*.—Manufacturers may set out a limited number of stock sheets for the purpose of cutting same to assort their stocks and enable them to fill their orders during the summer shutdown; but the amount of stock sheets set out for this purpose shall not exceed 200 feet per week for any pot, place or blower. This is to apply to both single and double during the period of this agreement. The single strength set out is to be booked to the blower at the price the single strength glass cut and packed during the settlement in which it is set out, averages per box. The cutter is to receive full price for all sheet glass set out. No glass shall be set out in stock sheets for the purpose of being sold to any one as stock sheets, and no manufacturer shall sell any stock sheets for less than the list price for the number of inches contained in such sheets, less the usual discount representing the market price at the time the sale is made. No double strength sheets shall be set out for less than third bracket, except grinders.

11. That all cutters must, in setting out sheet glass of all kinds, mark on their slips, both to the company and the members, the number of boxes set out for each blower, pot or place, and they must also specify in what brackets they book the glass. Manufacturers shall in making out their bills, specify the number of boxes of sheet glass set out, and whether grinders or stock sheets, and the bills must also show what brackets all sheet glass is booked in.

12. The following list is to govern cutters when setting out single sheets: 36 by 50 to 38 by 54, seven and one-half lights per 100 feet; 38 by 56 to 40 by 56, seven lights per 100 feet. In setting out double sheets, cutters are to be guided by the number of lights in price list. No single roller to be made larger than 42 by 58 to cut 40 by 56. This is not to apply to special orders, provided it is to be cut longer than 56 inches.

13. *Grinder Glass*.—A limited quantity of poor quality of double strength glass may be set out for the purpose of grinding, obscuring, enameling, chipping, etc., but for no other purpose. The amount thus to be set out and known as grinders, shall not exceed 250 feet per week, pot or place, during the period of this agreement, said grinders to be booked to the blower for \$1.13 per 100 feet, subject to all percentages, and the gatherer shall receive 70 per cent of same. Said grinders may be sold to any one who is in the business of grinding, obscuring, enameling or chipping glass, but to no other party, and it is hereby agreed that the Amalgamated Window Glass Workers of America is to strictly enforce this rule.

14. Crackle or muffle glass shall be paid for at the rate of \$1.50 per box of 100 feet. The gatherers to receive 75 per cent of blowers wages.

15. Blowers and gatherers shall not set rings or tear down or b up clute holes.

16. No boss blower or gatherer will be allowed to mend ccept from clute holes when setting pots.

17. The work of turning pots shall be done by the boss blower but when requested by boss blower, blowers and gatherers shall assist in turning pots and building up furnace rings in his own place.

18. No blower, pot or place will be allowed to make more than 9 rollers per hour.

19. There shall be no glass blown, gathered, flattened or cut on the following holidays: Thanksgiving, Christmas or Decoration Day. Cutters shall not be allowed to work on Sunday, subject to a fine of \$5.00.

20. Manufacturers to furnish oil, soap, chalk, and ice for drinking water, also must, at their own cost, piece blow pipes and put new handles on the same in all districts.

21. The manufacturers of each factory shall adopt a system by which the glass booked to the blowers can be properly checked, so as to avoid any and all mistakes.

22. Boss blower in pot furnace shall not receive less than \$1.50 per pot per month. (This shall not be subject to any discount.)

23. No flattener shall be allowed to rub flattening stones. This only to apply to time fire is in blast, and any flattener failing to comply with the above shall be fined \$5.00 for each offense. This not to apply during working hours.

24. The amount of market money to be paid each district as follows: Blowers shall receive not less than \$20.00, gatherers, flatteners and cutters shall receive not less than \$15.00 per week, provided they have that amount earned.

25. Manufacturers shall pay the snappers' wages. When a snapper cannot be obtained, the single and small double thick blower and gatherer must work the place and the company shall pay the blower for single at the rate of 14 cents per box and the gatherer at the rate of 8 cents per box and the the small double strength blower at the rate of 22 cents per box and the gatherer at the rate of 13 cents per box. And it shall be the duty of the Preceptor to enforce this rule.

26. Manufacturers shall deduct from the earnings of all members of the Amalgamated Window Glass Workers of America one per cent of the amount earned, for dues, to be forwarded by them by draft or check, payable to the Secretary of the Amalgamated Window Glass Workers of America, at headquarters, with a list of names, the amount earned, the amount paid by each member at the expiration of each settlement. No debt of any kind that a member contracts shall prevent the deduction of this one per cent, and any manufacturer that overpays or fails to deduct and forward, shall be held liable for payment of same, whether member has anything due him or not. The Amalgamated Window Glass Workers of America to give manufacturers signing this scale, when asked for, a bond as security in case of damage arising from a suit by any of its members on account of this provision.

27. That the manufacturer deduct money from members' wages when requested to do so by the President, preceptors or Executive Board, and the Amalgamated Window Glass Workers of America agrees to collect from its members money advanced to its members by any manufacturer as market money or otherwise, providing member signs order.

28. There shall be no interference with manager in discharging men, as in case of discharge or men wanting to quit, seven days notice is all that is required, except no preceptor shall be discharged, except it be for incompetency or wilfull neglect of duty. In case a preceptor should be discharged, the case shall be referred to the President and Executive Board.

29. The manufacturers hereby agree not to discriminate between any member or members of the Amalgamated Window Glass Workers of America, who may or may not patronize any particular store.

30. Blowers and gatherers shall only be allowed to skim before starting or during tempo. Preceptors to see that this rule is enforced.

31. The manufacturers to employ no workman who has not received a clearance card from the preceptor where he last worked, or a letter from the President or Secretary. Seven days notice to be worked out faithfully before any workman shall be entitled to receive a clearance card, and the manager of the works to assist a preceptor in the enforcement of the clearance card

32. In case of dispute over poor glass, the blower and gatherer shall be required to work at list wages, unless released by the manager or boss blower, except that this shall not apply to stony glass, in which case the manufacturer shall pay an average day's wages if he insists on having the glass worked. The gatherer and flattener shall receive his percentage of the blower's guarantee. (Cutters to receive a guarantee of one box for each eight rollers made.)

33. The manufacturer shall furnish bills of glass made and money earned at least seven days before settlement day.

34. Manufacturers must pay all workmen in full not later than two weeks after fire goes out.

35. There will be a settlement every four weeks, and the workmen paid in full not longer than three weeks thereafter. Market money to be paid weekly. Forty hours shall constitute a week's work for blowers and gatherers, 30 boxes per week double, and 48 boxes per week single be counted in settlements of four weeks. No double strength blower or gatherer shall be allowed to be ahead more than one and one-half box the first week, three boxes the second week or four and one-half boxes the third week. Single strength blower or gatherer shall not be allowed to be more than two and one-half boxes the first week, five boxes the second week or seven and one-half boxes the third week ahead of his quota.

35½. Blowers shall be guided by the following scale for D. S.:

32 x 50, 9 rollers per hour.

32 x 60, 8 rollers per hour.

40 x 60, 7 rollers per hour.

All above, 6 rollers per hour.

36. In case of any controversy arising in the factory in reference to the wage scale, rules or usages, it shall be referred to the chairman of the two wage committees for settlement, they failing to agree, each chairman shall select a disinterested party and these two, so selected, shall select a disinterested party, and all three persons, so selected, shall have no business relations with either side, and shall not be window glass manufacturers or

members of the Amalgamated Window Glass Workers of America, or interested in the business in any way, and no one will be allowed to ~~serve~~ that is interested in or employs non-union labor. Each side shall be represented and given a fair hearing, and the decision of the committee shall be final and binding on all parties. Pending a decision of the committee, factories to remain in operation, and no members of the Amalgamated Window Glass Workers of America can be removed from a place pending a hearing or a discussion of the committee. This arbitration shall only apply to rules and usages of the wage scale of the Amalgamated Window Glass Workers of America, and its members. The arbitrators to be selected, case heard and a decision rendered within thirty (30) days after complaint has been filed in writing. This to effect only plants where disputes or trouble arises.

37. The use of quality slips in all boxes must be enforced in each and every factory, and the quality marked upon the boxes must be painted, burnt or cut so as to properly indicate the actual quality of the glass therein.

38. This scale of wages shall govern in all parts of the United States, including the Eastern and Northern Districts, and no discount shall be granted to manufacturers in either the Eastern or Northern Districts.

39. Final settlement and payment in full by the manufacturer to the workman at the end of the fire relieves both employer and employees from further agreement under this scale.

40. All manufacturers to hire the men they wish to retain the coming blast, and notify those whose services are not required, not less than two weeks before the end of the fire.

41. Any manufacturer trying to produce any other article of glass out of the same furnace or tank to the detriment of our workers, the said manufacturer shall be compelled to pay a guarantee, such guarantee to be decided by the President.

42. All plants shall cease operation May 31, 1905.

43. Any member of this organization who refuses to accept, abide by, and insists on all manufacturers complying with all the provisions of this wage scale, shall not be recognized in any way by this organization now or at any time in the future, and no representation will be allowed or conceded to any member or members who fail to comply with this wage agreement.

44. Any member working under private contract, either signed or verbal, conflicting with this scale, shall be subject to a fine of fifty (\$50.00) dollars each and every week, according to the discretion of the President and Executive Board. And no members will be allowed to leave in the hands of any manufacturer, company or agent any part of their wages, market money or balances, and neither shall they be allowed to pay any part of their wages into any company to secure, hold or buy stock or any interest in any company.

45. It is agreed that any change in the foregoing scale shall not be recognized by any preceptor without official notice from the President or Secretary.

45½. All manufacturers or companies signing this or authorizing the signing of this scale must comply with all the conditions of same, and any change in the ownership of a company, firm or factory, does not allow any change from this contract but is accepted and binding on all.

46. It is agreed that any manufacturer or manufacturers signing or authorizing the signing of this scale, binds themselves and those they represent that if the independent manufacturers sign or agree to pay any one or all the four trades any greater advance than this scale calls for, the same relative advance shall be paid by all manufacturers signing or authorizing the signing of this scale, as for example, should the independent manufacturers agree to pay cutters more than the price agreed upon in this scale, then the blowers, gatherers and flatteners shall receive the same percentage that the cutters' advance amounts to over this scale. The same rule shall apply if manufacturers agree to pay flatteners, blowers or gatherers more than the scale calls for. It is also agreed by all parties signing this scale, that should there be any lower scale signed or agreed to by any other manufacturer or company or their agent, than is provided for in this scale that there shall be no change in this scale, no matter how low or how many changes they make, unless the future action of wage committee.

47. Any manufacturer introducing into his flattening house new invention, supposed improvements, shall so long as said invention or improvements continue to be an experiment or until it shall have been demonstrated that it will not be a loss to the workman, pay a guarantee to all workmen whose work is or may be affected by said machines or inventions. When the Lueber improvement is introduced the flattener shall be provided with a layer-out.

48. That the rules and usages of the manufacturers and the Amalgamated Window Glass Workers of America as set forth in this wage scale be printed for the use of both parties and be enforced at all works.

49. All manufacturers signing this scale will not be allowed to sign any other wage scale, and all manufacturers signing this scale agree and bind themselves and those they represent with the Amalgamated Window Glass Workers of America, that they will not, either by themselves or any officer, stockholder, representative, or other authorized person sign any other scale or agree to pay any other scale of wages other than this scale, and for any violation of this the President of the Amalgamated Window Glass Workers of America shall, on being satisfied of the violation of the same, notify company or firm that they have cancelled this scale, and all members of the Amalgamated Window Glass Workers of America shall be so notified either through an officer or any member designated by the President, there is no scale in existence with firm employing them, and all members of the Amalgamated Window Glass Workers of America must promptly cease work without giving any notice.

50. It is hereby agreed to by all manufacturers signing or authorizing the signing of this scale, that they recognize the wage committee of the Amalgamated Window Glass Workers of America, as having full authority to sign this wage scale, and that they have been given such authority to sign this wage scale, and that they have been given such authority by all their members, and that they represent each and every member of the Amalgamated Window Glass Workers of this country.

51. The foregoing rules and usages shall govern at all factories.

52. It is understood and agreed that if the average selling price of glass goes to a certain price agreed upon between the Amalgamated Window Glass

Workers' wage committee and manufacturers' wage committee, that a joint conference shall be called to adjust this scale to meet the changed conditions.

**WORKERS' COMMITTEE:**

W. S. PHILLIPS, *President*,  
J. H. FEES,  
B. C. HOYNG, *Secretary*,  
H. B. HUDSON,  
WM. GARRIGAN,  
CHAS. DUNN,  
HENRY REITZ,  
CONRAD HINES.

**MANUFACTURERS' COMMITTEE:**

N. L. STRONG, *Chairman*,  
Brookville, Pa.,  
THOS. CAMP, Smethport, Pa.,  
G. MORENUS, Kane, Pa.,  
B. N. MCCOY, Mt. Jewet, Pa.,  
R. M. SMALLEY, Sandusky, O.,  
C. E. RYAN, Streator, Ill.,  
W. MACLAREN, Shinglehouse, Pa.

**II. METALS, MACHINES AND CONVEYANCES.**

**BOILERMAKERS AND HELPERS, GREEN ISLAND.**

[Terminating dispute of May 17-June 14, described in Table I, page 28.]

**SHOP RULES ADOPTED JUNE 14, 1905.**

**RULE 1.** The rate of wages will be as follows:

The standard rate for boilermakers shall be 28 cents per hour.

The standard rate for boilermakers' helpers shall be 17 cents per hour.

Wages throughout the shop shall be advanced as follows:

- 25 cent rate and over to 28 cents.
- 22½ cent rate and over to 25 cents.
- 20 cent rate and over to 22½ cents.
- 18¾ cent rate and over to 20 cents.
- 17½ cent rate and over to 18¾ cents.
- 16½ cent rate and over to 17½ cents.
- 15 cent rate and over to 16½ cents.

**RULE 2.** Ten hours labor shall constitute a day's work in the shop, with nine hours on Saturday. Time and one-half shall be allowed for all overtime in shop and on new work outside of shop.

Nine hours labor shall constitute a day's work outside of shop, for which ten hours time shall be allowed.

Double time will be allowed for all work done on Sundays or legal holidays.

Double time will be allowed for all repair or jobbing work away from shop outside of regular working hours.

**RULE 3.** Boilermakers' work shall be riveting, chipping and caulking, fitting up, rolling tubes and flanging.

No helpers shall be allowed to do boilermakers' or machine men's work.

FRANKLIN BOILER WORKS Co.,

FRANK CHRYSLER,

*Vice-President and General Manager.*

Approved by Boilermakers' Committee:

MICHAEL SHANAHAN,  
JAY E. SHIPPIE,  
JOHN J. STYERS.

Boilermaker Helpers' Committee:

THOMAS DUNN,  
WILLIAM QUACKENBUSH,  
LOUIS PETERSON.



## IRON MOLDERS' NATIONAL AGREEMENT.

CONFERENCE 1891. *Whereas*, There has heretofore existed a sentiment that the members of the Stove Founder's National Defense Association and the members of the Iron Molders' Union of North America were necessarily enemies, and in consequence a mutual dislike and distrust of each other and of their respective organizations has arisen, provoking and stimulating strife and ill-will, resulting in severe pecuniary loss to both parties. Now, this conference is held for the purpose of cultivating a more intimate knowledge of each other, and of their methods, aims and objects, believing that thereby friendly regard and respect may be engendered, and such agreements reached as will dispel all inimical sentiments, prevent further strife and promote the material and moral interests of all parties concerned.

CLAUSE 1, CONFERENCE 1891. *Resolved*, That this meeting adopt the principle of arbitration in the settlement of any dispute between the members of the I. M. U. of N. A. and the members of the S. F. N. D. A.

CLAUSE 2, CONFERENCE 1891. That a conference committee be formed consisting of six members, three of whom shall be stove molders appointed by the Iron Molders' Union of North America, and three persons appointed by the S. F. N. D. A., all to hold office from May 1 to April 30 of each year.

CLAUSE 3, CONFERENCE 1891. Whenever there is a dispute between a member of the S. F. N. D. A. and the molders in his employ (when a majority of the latter are members of the I. M. U.) and it cannot be settled amicably between them, it shall be referred to the presidents of the two associations. before named, who shall themselves or by delegates give it due consideration. If they cannot decide it satisfactorily to themselves they may, by mutual agreement, summon the conference committee, to whom the dispute shall be referred, and whose decision by a majority vote shall be final, and binding upon each party for the term of twelve months.

Pending adjudication by the presidents and the conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of vacancy in the committee of conference, it shall be filled by the association originally nominating. No vote shall be taken except by a full committee, or by an even number of each party.

CLAUSE 4, CONFERENCE 1892. Apprentices should be given every opportunity to learn all the details in the trade thoroughly, and should be required to serve four years. Any apprentice leaving his employer before the termination of his apprenticeship should not be permitted to work in any foundry under the jurisdiction of the I. M. U. of N. A., but should be required to return to his employer. An apprentice should not be admitted to membership in the I. M. U. of N. A. until he has served his apprenticeship and is competent to command the average wages. Each apprentice, in the last year of his apprenticeship, should be given a floor between two journeymen molders, and they, with the foreman, should pay special attention to his mechanical education in all classes of work.

CLAUSE 5, CONFERENCE 1892. The general rate of molders' wages should be established for each year without change.

CLAUSE 6, CONFERENCE 1892. When the members of the Defense Association shall desire a general reduction in the rate of wages, or the Molders' Union an advance, they shall each give the other notice at least thirty days before

the end of each year, which shall commence on the first day of April. If no such notice be given, the rate of wages current during the year shall be the rate in force for the succeeding year.

CLAUSE 7, CONFERENCE 1892 (AMENDED 1903). The present established price of work in any shop should be the basis for the determination of the price of new work of similar character and grade, *unless the presidents of the two organizations, or their representatives, shall decide that the established prices of similar work in the shop are not in accord with the price of competitive goods made in the district.*

CLAUSE 8, CONFERENCE 1893. Any existing inequality in present prices of molding in a foundry or between two or more foundries should be adjusted as soon as practicable upon the basis set forth in the foregoing paragraphs, by mutual agreement or by the decision of the adjustment committee provided by the conference of March, 1891.

CLAUSE 9, CONFERENCE 1896. Firms composing the membership of the S. F. N. D. A. should furnish in their respective foundries a book containing the piece prices for molding, the same to be placed in the hands of a responsible person.

CLAUSE 10, CONFERENCE 1896. New work should always be priced within a reasonable time, and under ordinary circumstances two weeks is considered a reasonable time, and such prices, when decided upon, should be paid from the date the work was put in the sand.

CLAUSE 11, CONFERENCE 1896 (AMENDED 1903). The members of the S. F. N. D. A. shall furnish to their molders: Shovels, riddles, rammers, brushes, facing-bags, bellows and strike-off, provided, however, that they charge at actual cost tools so furnished, and collect for the same, adopting some method of identification; and when a molder abandons the shop, or requires a new tool in place of one so furnished, he shall, upon the return of the old tools, be allowed the full price charged, without deducting for ordinary wear; and damage beyond ordinary wear to be deducted from amount to be refunded.

CLAUSE 12, CONFERENCE 1896 (AMENDED 1903). *When it is shown that the aggregate loss on account of dull iron amounts to 4 per cent of the total value of the work poured by the molders in any one heat, it shall be deemed a bad heat, and payment shall be made for all work lost from this cause; it being understood that when more than one cupola is used, the molders receiving iron from each cupola shall be considered the same as though they were working in separate shops, in making above computation.*

If sufficient iron is not furnished the molder to pour off his work, and such work has to remain over, he shall be paid for such work remaining over at one-half the regular price.

These rules shall apply excepting in case of break-down of machinery, or other unavoidable accidents where no allowance shall be made.

CLAUSE 13, CONFERENCE 1898. Whenever a difficulty arises between a member of the S. F. N. D. A. (whose foundry does not come under the provisions of Clause 3, 1891 conference) and the molders employed by him, and said difficulty cannot be amicably settled between the member and his employees, it shall be submitted for adjudication to the presidents of the two organizations, or their representatives, without prejudice to the employees presenting said grievance.

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CLAUSE 14, CONFERENCE 1898. In pricing molding on new stoves when there are no comparative stoves made in the shop, the prices shall be based upon competitive stoves made in the district; thorough comparison and proper consideration being given to the merits of the work according to labor involved.

CLAUSE 15, CONFERENCE 1899. Stove manufacturers, members of the S. F. N. D. A., shall furnish in their respective foundries a book containing the piece prices for molding, the same to be placed in the care of the foreman of the foundry, and a responsible molder, agreeable to both employer and employees, said book to be placed in a locker on molding floor, to which the foreman and the molder so elected shall each carry a key. *Amendment to clause 9, Conference 1896.*

CLAUSE 16, CONFERENCE 1902. The general trend of industrial development is towards employing skilled labor, as far as practicable, at skilled work, and in conformance with this tendency, every effort should be made by the members of the S. F. N. D. A. and the I. M. U. of N. A. to enable the molder to give seven hours of service per day at molding, and to encourage the use of unskilled help, to perform such work as sand cutting, and work of like character, when the molder can be given a full day's work.

CLAUSE 17, CONFERENCE 1902. Inasmuch as it is conceded by the members of the S. F. N. D. A. that the earnings of a molder should exercise no influence upon the molding price of work, which is set, according to well-established precedent and rule of conference agreements, by comparison with other work of a like kind, the placing of a limit upon the earnings of a molder in the seven hours of molding, should be discountenanced in shops of members of the S. F. N. D. A.

CLAUSE 18, CONFERENCE 1902. When a full floor of new work is given a molder he should be guaranteed the day-work rate of pay for the first day, in order that he may be given an opportunity to get the job in good running order for piece work; if however, the molder should earn more than the day-work rate he should be paid his full earnings.

CLAUSE 19, CONFERENCE 1902. Where a change of job is made the molder often loses considerable time and is put to great inconvenience through the necessary clamps, boards and other facilities needed for the job not being supplied to him promptly. We believe that in well regulated shops that should be made a feature of the shop management and should be a subject of favorable recommendation to the members of the S. F. N. D. A.

CLAUSE 20, CONFERENCE 1904. The Iron Molders' Union of North America shall not itself nor by any of its agents in any manner discriminate against the goods manufactured or sold by any member of the Stove Founders' National Defense Association, because of the unwillingness of such member of said association to use the union label, and that a copy of this resolution be duly attested by the presidents and secretaries of the respective organizations, with the seal of each organization attached thereto, and a fac simile thereof be furnished each member of the Stove Founders' National Defense Association, and each local of the Iron Molders' Union of North America.

CLAUSE 21, CONFERENCE 1904. When the price of piece work has been agreed to between a member of the S. F. N. D. A. or his representative and a price committee representing the molders in his shop, that such prices shall be reduced to writing at that time, and shall be final and binding.

**CLAUSE 22, CONFERENCE 1905.** The general ratio of apprentices to journeymen molders employed in the foundries of members of the S. F. N. D. A. shall be one to five, and one to each shop; provided, however, that whenever a member of the S. F. N. D. A. finds he cannot secure the number of molders he may require for the needs of his business, the question shall be referred to the presidents of the two associations, or their representatives, for investigation and relief. If it is found that the member of the S. F. N. D. A. is entitled to relief he shall be allowed such additional number of apprentices as shall be mutually agreed upon.

The number of apprentices shall be computed upon the number of floors being operated by journeymen molders, it being understood that when the force of molders is increased, said increase shall have been in existence not less than eight weeks previous to the employment of additional apprentices.

In shops where the ratio at present is more than one to five the ratio agreed upon shall be reached by refraining from placing new apprentices at work, until such time as the present number of apprentices employed shall have been reduced to the proper number, and that in the shops where the present ratio is less than one to five no journeyman molder shall be discharged or laid off for the purpose of supplanting him by an additional apprentice.

**CLAUSE 23, CONFERENCE 1905.** Molders who may be employed as "cat skimmers," shall receive 15 per cent premium on the piece price for the first three days; and thereafter, while employed on the same job, shall be paid the regular rate of piece prices.

By "cat skinner" is meant only such molder as is temporarily employed to work on a floor that is temporarily vacant through the absence of the molder who is regularly employed upon said floor.

**CLAUSE 24, CONFERENCE 1905.** Recognizing the desirability of introducing new methods and machines in stove foundries, it is agreed by the conferees of the I. M. U. of N. A. and of the S. F. N. D. A. that such processes are entitled to and should have consideration in fixing prices and wages.

**CLAUSE 25, CONFERENCE 1905.** When a stove is to be priced a list shall be furnished the committee of all pieces that belong to the stove, whether some of such pieces have been priced previously or not, so that the committee shall know what pieces go to the stove, and such pieces as have been already priced can be so marked, and all prices, when agreed upon by a committee of molders and a representative of the employer, to be dated and signed by both parties.

#### MACHINISTS, ERIE RAILROAD.

[Commencing July 1, 1905, to continue one year.]

**ONE.** Ten hours to constitute a day's work for all machinists on the Erie Railroad working at hourly rates.

**TWO.** All overtime worked by hourly rate men to be paid for at the rate of time and one-half, and all time worked by such men Sundays and the following holidays: New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, shall be paid for at the rate of time and one-half, except regular seven-day men who may of their own election or mutual agreement work 12 hours at straight time.

**THREE.** A machinist shall be either a competent floor hand, lathe hand, vice hand, planer hand, die-sinker, tool maker, motion work repairer, loco-

motive air brake repairer, locomotive axle lathe hand, sharper hand, radial drill press hand, valve setter, milling machine hand, slotting machine hand, or boring machine hand (except car wheel borer), Gisholt chucking machine hand.

FOUR. Helpers and handy-men will not be advanced to the detriment of machinists.

FIVE. Machinists sent out on the road to do emergency work will be allowed one dollar per day for living expenses.

SIX. Should it become necessary to reduce expenses, men will be given preference according to their ability, merit and length of service. The company will not reduce the number of men, when in the opinion of its officers it is practicable to accomplish the necessary economy by reducing the number of hours; men being laid off under such conditions to be given preference when force is again increased.

SEVEN. Any apprentice engaging himself to learn the machinist trade shall be not less than 16 nor more than 21 years of age. One apprentice may be employed in each shop irrespective of the number of machinists employed and one additional apprentice for every five machinists employed therein. This rule not to affect any apprentices already in the service. The period of apprenticeship shall be four years of 300 days per year; three years on the various machines and special jobs and he shall not serve more than six months on any one machine or special job.

Apprentices shall be rated as follows:

First year, per hour.....	8 cents
Second year, per hour.....	10 cents
Third year, per hour.....	12 cents
Fourth year, per hour.....	14 cents

and after working four years, he shall, if retained in the service, receive the following rate for the shop where he is employed:

Huntington .....	25 cents
Galion .....	25 cents
Cleveland .....	25 cents
Meadville .....	24 cents
Buffalo .....	24 cents
Hornellsville .....	24 cents
Susquehanna .....	24 cents
Dunmore .....	23 cents
Jersey City.....	23 cents

EIGHT. Machinists and machinist apprentices shall not be discharged or suspended without sufficient cause. If, after investigation, the employee is found to have been unjustly discharged or suspended, he will be reinstated and receive his pay for all time lost. All cases to be investigated within five days after discharge or suspension.

NINE. This agreement does not apply to special apprentices.

TEN. The Erie Railroad Company believing in arbitration as a method of settlement for certain differences, adopts the following as its policy in dealing with its employees:

"It will at all reasonable times give any employee or employees or their representatives an opportunity of discussing with the officers of the company any matter connected with their service. When a difference arises as to the conditions of employment, and after a full discussion of the matters at variance a mutual satisfactory arrangement is not reached the Erie Railroad

Company hereby agrees to submit the case to a competent disinterested board of arbitrators to be chosen as follows: Each party to choose one member, the two so chosen to unite on a third, the decision of any two to be final and binding upon both the company and the employees. Meanwhile the service is to be continued and in case the matter in controversy is one of wages the wages fixed by the arbitration shall be in force from the date of the request for an advance."

ELEVEN. This agreement not to affect present or past conditons.

TWELVE. Machinists will not be required to operate two machines.

For Committee of Employees:

.....

For Erie Railroad Co.:

.....

#### METAL POLISHERS' NATIONAL AGREEMENT.

[Agreement entered into between The Stove Founders' National Defense Association and the Metal Polishers, Buffers, Platers, Brass Molders and Brass Workers' International Union of North America.]

With the view of promoting harmony between the members composing the Stove Founders' National Defense Association and the Metal Polishers, Buffers and Platers' International Union in all matters affecting their joint interests, and providing the means for adjusting any grievances that may arise, we hereby signify our desire to adopt the principle of conciliation and arbitration upon equitable lines, in such form and manner as may hereafter be mutually agreed upon, and we recommend as follows:

CLAUSE 1, 1902. That a conference committee be formed, consisting of six members, three of whom shall be appointed by each organization, to hold office for one year, or until their successors are appointed.

CLAUSE 2, 1902. Whenever there is a dispute between a member of the S. F. N. D. A. and the M. P. B. & P. U. (when a majority of the metal polishers, buffers and platers in his employ are members of the said union), and it cannot be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves or by delegates give it due consideration. If they cannot decide it satisfactorily themselves they may, by mutual agreement, summon the conference committee, to whom the dispute shall be referred, and whose decision, by a majority vote, shall be final and binding upon each party for the term of twelve months.

Pending adjudication by the presidents and conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of vacancy in the committee of conference, it shall be filled by the association originally nominating. No vote shall be taken except by a full committee or by an even number of each party.

CLAUSE 3, 1903. That the general rate of wages for polishers, buffers and platers should be established for each year without change.

CLAUSE 4, 1903. When the members of the S. F. N. D. A. shall desire a general reduction in the rate of wages, or the M. P. B. & P. U. of N. A. an advance, each shall give the other at least thirty days notice before the end of each year, which shall commence on the first day of July. If no such notice be given, the rate of wages current during the year shall be the rate in force for the succeeding year.

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METAL POLISHERS (RANGE MOUNTERS), NEW YORK CITY.

[Terminating dispute of June 7-July 12, described in Table I, page 33.]

*This Agreement made and entered into between the Breamhall & Dean Co., party of the first part, and the undersigned, representing the Metal Polishers, Buffers, Platers, Brass Molders, Brass and Silver Workers' Union of North America, party of the second part:*

ARTICLE NO. 1. Party of the first part hereby agrees to employ none but members of the above named organization in good standing, providing the organization can supply competent men in a reasonable time.

ARTICLE NO. 2. The minimum rate of wages shall be as follows: Polishers, 34½ cents per hour; buffers, 34½ cents per hour; platers, 41 cents per hour; grinders, 41 cents per hour.

ARTICLE NO. 3. There shall be a shop steward in the factory, appointed by the organization, whose duty it shall be to see that all members of the organization in said factory are in good standing in the organization, and obey all factory rules.

ARTICLE NO. 4. Forty-four hours shall constitute a week's work, and double time shall be paid for all overtime, holidays and Sundays.

ARTICLE NO. 5. The company shall have the right to employ one shop apprentice irrespective of the number of employees, and one additoinal apprentice for every ten journeymen, or majority fraction thereof.

ARTICLE NO. 6. Apprentices shall be given every opportunity to learn the details of the respective trades, and shall serve three years. Any apprentice leaving the service of the company before the termination of his apprenticeship, shall not be permitted to work under the jurisdiction of the organization, but shall be required to return to his former employer.

ARTICLE NO. 7. The rate of pay for apprentices shall be nine (9) dollars per week of forty-four hours for the first six months, and an increase of a dollar per week every six months thereafter.

ARTICLE NO. 8. Any grievance that may arise, first shall be settled, if possible (by a committee of the employees of the company and the officials of the company, and in the event of the above constituted committee failing to agree, then the matter shall be referred to a committee composed of the officials of the organization and the officers of the company; and in the event of the above constituted committee failing to agree, then the grievance shall be referred to the Central Federated Union to be arbitrated according to its constitution by disinterested members of that body), and it is further understood and agreed that no strike or lockout whatever shall take place until all such honorable efforts at arbitration have failed.

ARTICLE NO. 9. The organization agrees to use all legitimate means to further the interest of the company signing this agreement.

This agreement shall take effect on July 8, 1905, and continue in force to and including September 1, 1906, and for thirty days from its expiration shall be open for the purpose of discussing the wage scale or amending any article of this agreement.

Signed for the company:

ROYAL E. DEANE.

Signed for the organization:

JOHN J. FLYNN,

*Metal Polishers and Buffers, Platers and Brassworkers' Association.*

## OPTICAL WORKERS, NEW YORK CITY.

[Agreement proposed by union and accepted in nine establishments; rejected in 18 establishments, leading to strike described in Table I, page 28.]

*Optical Workers' Protective Union No. 11,381, of New York, affiliated with the American Federation of Labor, and the Central Federated Union of New York:*

The schedule adopted by the above organization is as follows:

FIRST. That the undersigned agrees to employ members in good standing of the Optical Workers' Union.

SECOND. That should the employer be unable to secure competent workmen, members of the above union, he shall be at liberty to employ such others that he can secure, and the organization agrees to accept them as members of the union; should said employees refuse to become members of the union, said union agrees to permit said employees to be retained until they can furnish competent men who are members of their organization to fill said places.

THIRD. That fifty-two (52) hours shall constitute a week's work, the same to be divided and agreed upon mutually between the employer and the employees to suit the convenience of the establishment, the same to go into effect on April 1, 1905, and remain in force until April 1, 1906.

(Signed)

Name of employer .....

Address .....

## STOVE MOUNTERS' NATIONAL AGREEMENT.

[Conference agreements in force and ruling between the Stove Mounters' International Union of N. A. and the Stove Founders' National Defense Association.]

With the view of promoting harmony between the members composing the Stove Founders' National Defense Association and the Stove Mounters' International Union of North America in all matters affecting their joint interests, and providing the means for adjusting any grievances that may arise, we hereby signify our desire to adopt the principle of conciliation and arbitration upon equitable lines, in such form and manner as may be hereafter mutually agreed upon, and we recommend as follows:

CLAUSE 1, 1902. That a conference committee be formed, consisting of six members, three of whom shall be appointed by each organization to hold office for one year or until their successors are appointed.

CLAUSE 2, 1902. Whenever there is a dispute between a member of the S. F. N. D. A. and the mounters in his employ (when a majority of the latter are members of the S. M. I. U. of N. A.), and it cannot be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves or by delegates give it due consideration. If they cannot decide it satisfactorily to themselves they may, by mutual agreement, summon the conference committee, to whom the dispute shall be referred, and whose decision, by a majority vote, shall be final and binding upon each party for the term of twelve months.

Pending adjudication by the presidents and conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of a vacancy in the committee of



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conference, it shall be filled by the association originally nominating. No vote shall be taken except by a full committee, or by an even number of each party.

CLAUSE 3, 1903. The general rate of mounters' wages should be established each year without change.

CLAUSE 4, 1903. When the members of the Defense Association shall desire a general reduction in the rate of wages, or the Mounters' Union an advance, they shall each give the other notice at least thirty days before the end of each year, which shall commence on the first day of June. If no such notice be given, the rate of wages current during the year shall be the rate in force for the succeeding year.

CLAUSE 5, 1903. The present established price of work in any shop shall be the basis for the determination of the price of new work of similar character and grade, unless the presidents of the two organizations or their representatives shall decide that the established prices of similar work in the shop are not in accordance with the price of competitive goods in the district.

CLAUSE 6, 1903. No deductions from wages shall be made for broken castings, excepting in case of gross carelessness.

CLAUSE 7, 1903. That new patterns for stoves should be refitted from first stove made, which should be mounted by pattern fitter or foreman, or other competent man. The next stove made from these refitted patterns should be mounted in the same manner, and necessary fitting done. After this, work on the new stove should be paid for at the regular rate of day wages in the shop, not longer than three days, and then by the piece in piece work shops, unless it is shown that the necessary fitting has not been done, when the stove shall remain in day work until properly fitted.

In case of a disagreement the price as finally settled shall apply from time first work is done by the piece.

The price should be settled in a reasonable time; two weeks, under ordinary circumstances, would be considered a reasonable time, the price offered by the manufacturer to be paid in the meantime.

#### WIRE FRAME MAKERS, NEW YORK CITY.

[Terminating dispute of August 21-30, 1905, described in Table I, page 32.]

*AGREEMENT, made this 30th day of August, one thousand nine hundred and five, between Nathan M. Rosen, doing business under the firm name and style of "N. M. Rosen," of the Borough of Manhattan, City, County and State of New York, party of the first part, and Wire Frame Makers' Union of New York, a corporation existing under and by virtue of the Laws of the State of New York, of the same place, party of the second part, Witnesseth:*

Whereas, The said party of the first part desires to secure for his work as exclusive design makers in hat frames the help and services of skilled mechanics, and

Whereas, The said party of the second part is a corporation composed of skilled wire frame makers (for hats) existing under and by virtue of the Laws of the State of New York, and undertakes to render the party of the first part such services,

Now, therefore, in consideration of the premises and the mutual covenants and agreements hereinafter particularly set forth, it is hereby agreed by and between the parties to these presents

That the said party of the first part does hereby engage the said party of the second part to perform all the wire frame making required in his said establishment or establishments in the City of New York, for the term of one year beginning on the date of the signing of these presents and expiring on the 30th day of August, one thousand nine hundred and six; and

That the said party of the second part hereby agrees to do all the work required to be done in the said establishment or establishments of the party of the first part, and that no work that the party of the first part may have shall, during the continuance of this agreement, be given away by the party of the first part to any person or persons, but to the party of the second part only or to its members employed by it to do said work, unless the consent of the said party of the second part in writing shall have been first had and obtained, except as hereafter provided.

That the said party of the first part does hereby covenant to and with the said party of the second part that when help shall be required by the said party of the first part, that notice in writing to that effect shall be given to the said party of the second part, and as many members of the party of the second part as may at such time be not otherwise engaged, shall and will call at the establishment or establishments of the party of the first part to do his work, and the said party of the first part hereby agrees to employ said members on such work.

That during the continuance of this agreement, the prices heretofore paid by the said party of the first part on plain hats, to wit: During the month of June, 1905, and the months immediately preceding the same, on plain hats, shall be paid by the party of the first part to the said party of the second part.

That the five (5c.) cents reduction per dozen heretofore made on said plain hats shall be abolished, it being the intention of the said parties hereto that the prices paid on said hats before the reduction shall be paid the same as before said reduction, and all other work to be paid as during the month of June, 1905, and the months immediately preceding the same, except fancy work, which is to be paid five (5c.) cents per dozen extra, and all hard bell crowns known as 2152 and all other bell crowns of the same depth, size and contour to be paid five cents per dozen extra, by the said party of the first part.

That the following shall be the working hours of the employees on the work of the said party of the first part, to-wit: From eight (8) o'clock in the morning to twelve (12) o'clock noon, with one hour recess for lunch from twelve (12) o'clock noon to one (1) P. M., and from one (1) o'clock P. M. to six (6) o'clock in the evening; this to constitute one workday, Saturdays excepted, when the men shall stop one hour earlier in the evening, to-wit, five (5) o'clock.

That overtime work by the said employees of the party of the first part shall be performed only on special occasions, that is, when the work must be done and cannot be delayed and that the regular prices shall be paid for work during such overtime.

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That the party of the first part shall pay to the party of the second part the wages due, on Monday of each and every week for the week ending.

That no members of the said party of the second part employed by the said party of the first part shall be paid off or discharged by him before the expiration of these presents, except at such times during which there is no work for anyone in the establishment or establishments of the said party of the first part and it is expressly understood and agreed that in case there shall not be enough work to give all the hands employed full work time, all work on hand shall be distributed among said hands equally as may be practicable.

That the said party of the first part shall not send away any member or members of the said party of the second part except for poor workmanship and bad behavior.

It is understood and agreed, however, that the question of poor workmanship and bad behavior shall be submitted for decision to an arbitrator appointed by each of the parties hereto. The said two arbitrators to choose a third impartial arbitrator. If they cannot agree upon the question submitted the decision of two or a majority shall be decisive and final upon the question in dispute. Expenses of arbitration to be borne equally by and between the parties hereto.

That the said party of the second part shall be credited with all the time in which its several members may work in the establishment or establishments of the said party of the first part, and shall likewise be debited with all the moneys paid by the party of the first part to such members of the party of the second part on account thereof, and it may be lawful for the party of the first part to account directly with each several member of the party of the second part for work done by him or her and to pay him or her the amount due in accordance with the prices fixed and according to the work done, such payment to be accepted as payment to the said party of the second part.

That the said party of the second part shall and will exert its influence and best efforts upon its members to prevent all trouble, strikes, interference whatsoever in the establishment or establishments of the said party of the first part during the continuance of this agreement.

It is hereby expressly understood and agreed, that a duly authorized officer, representative or committee of the said party of the second part shall have access at least once a week or oftener if necessary, to the said establishment or establishments of the said party of the first part to confer with the hands therein employed, to examine union books, etc., without any molestation by the said party of the first part or his representatives during working hours.

That the party of the first part agrees to pay to the party of the second part the sum of thirty-nine and 96/100 (\$39.96) dollars, which said moneys was paid by the party of the second part on behalf of the party of the first part to the following named persons: Edward Radler, Solomon Moses, Michael Stein, Harry M. Marks, Morris Stein, and Charles Kirsk, the said sum to be paid when cancellations of the contract held by them are procured by the party of the second part for the party of the first part, or general release in writing is procured from the said six persons showing they have broken their contract with N. M. Rosen.

It is also expressly understood and agreed, that the party of the first part shall not employ any person or persons to do the work known as tying, each wire frame maker employed by the party of the first part to make the entire frame. Any frame improperly made is to be fixed by the party making it.

It is hereby understood and agreed that all men or women out on strike in the place of business of the party of the first part at the date hereof, desiring to return to work for the party of the first part shall be re-employed by the party of the first part upon the terms and conditions herein stated, their old positions to be given them.

It is also understood and agreed, by and between the parties hereto, that only members of the party of the second part shall be employed by the party of the first part. If the party of the first part should require any help the party of the first part shall notify the party of the second part who shall furnish said help and to be given forty-eight hours time within which to furnish same. If the party of the second part cannot furnish the help within the time specified, the party of the first part shall have the privilege of hiring help not members of the union, but shall use his influence to effect that said help shall join the party of the second part, he, however, not to use coercion or threats of loss of employment or otherwise.

And, further, this agreement witnesseth, that whereas it is understood by and between the said parties to this agreement that in the event of a breach of this agreement by either of the said parties hereto great loss and damages would be suffered by the party against whom this agreement had been broken, the amount whereof is incapable of exact ascertainment by computation or otherwise;

Now, therefore, it is further understood and agreed by and between the said parties that in the event of a breach in any of the covenants, conditions or provisions of this agreement by either of the parties hereto, the party violating this agreement shall pay to the other party the sum of two hundred (\$200) dollars as liquidated damages.

The party of the first part shall not make any wire frame goods for any wire frame manufacturer who may have a dispute at any time during the continuance of this agreement concerning wages, prices, or conditions of work, or concerning anything in anywise concerning the wire framing business, the party of the first part receiving notice in writing thereof from the party of the second part.

In witness whereof, the said party of the first part has hereunto set his hand and seal, and the party of the second part has caused these presents to be signed by the president and the secretary and its corporate seal to be affixed hereto this 30th day of August, 1905.

(Signed) N. M. ROSEN,

*Wire Frame Makers' Union.*

(Signed) DAVID KAYLIN, *President.*

(Signed) JOE STERNBACH, *Secretary.*

(Seal) *The Wire Frame Makers' Union,*

In the presence of

*Organized December 21, 1900.*

(Signed) CHARLES A. RATHKOFF.

(Signed) SAMUEL FRUCHTHAND.

III. WOOD WORKING AND FURNITURE.

BREWERY COOPERS, NEW YORK CITY.

[Proposed agreement said to have been signed by 21 concerns; rejection by other concerns led to dispute of May 22-July 18, described in Table I, page 32.]

*An Agreement entered into this day between the Employing Brewers of Greater New York and Vicinity, parties of the first part, and Local Union No. 2 and Branch Brooklyn No. 2 of the Coopers' International Union of North America, parties of the second part.*

It is hereby agreed by the parties of the first part that the following shall be the scale of wages and hours of work in all breweries of Greater New York and vicinity for the period of time beginning May 1, 1905, and ending May 1, 1906.

ARTICLE I. The hours of coopers shall be fifty-three hours per week (nine hours per day, and eight on Saturday).

ARTICLE II. The wages for same shall be twenty-one dollars per week.

ARTICLE III. In breweries where two or more coopers are employed, one shall be considered as first cooper and his wages shall not be less than twenty-two dollars per week.

ARTICLE IV. Overtime shall be paid at the rate of time and a half.

ARTICLE V. New Year's Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day shall be considered as legal holidays, for which double pay shall be paid.

ARTICLE VI. In placing orders for new packages preference shall be given to union made goods bearing the label of the Coopers' International Union.

ARTICLE VII. The time of this agreement shall be extended if desired by both parties.

(Signed) .....  
Parties of the first part.  
(Signed) .....  
Parties of the second part.

MATTRESS MAKERS, NEW YORK CITY.

[Terminating dispute of September 18-October 14, 1905, described in Table I; page 32.]

*Memorandum of Agreement made and entered into this 19th day of September, 1905, by and between ..... party of the first part, and ..... the employees, and each of them severally, parties of the second part, by their attorney in fact, to wit: the Mattress Makers' Union of Greater New York, Local No. 114, U. I. U. of N. A., all of the city of New York.*

Whereas various disputes and conflicts have arisen between the parties hereto with reference to the terms of employment between them, and

Whereas various disputes and conflicts have arisen between the parties Now, therefore, this agreement witnesseth:

FIRST. The party of the first part hereby hires and employs the parties of the second part as mattress makers, tick makers, machine operators, box spring makers and upholsterers, each in his or her own capacity, in the factory of the party of the first part, now situated at No. .... in the Borough of ..... in the City of New York, for a period commencing this day and to continue for one year thereafter.

**SECOND:** In consideration of the premises the parties of the second part hereby covenant and agree to faithfully and diligently perform and discharge the duties required from them under their respective employments, each in his or her own capacity.

**THIRD:** This contract shall be construed so as to apply to each of the parties of the second part, individually, without regard to any breach of any of the terms of this contract by any one of them individually and should one or more individuals composing the parties of the second part, in any way violate the terms of this agreement, this contract shall remain in full force and effect, as to the remainder.

**FOURTH:** At any time during the continuance of this contract should one or more of the parties of the second part leave the employ of the party of the first part, and should the said party of the first part desire to employ new individuals in their place instead, it is agreed, that he will hire such individuals as will meet the approval of the said parties of the second part, and with the approval of said union.

**FIFTH:** Such new employees, other than those designated upon the execution of this original contract, shall sign and execute this agreement, at the place hereinafter designated and shall again be executed by the party of the first part, and this contract shall then continue in full force and effect in all respects, subject to all the terms and conditions herein contained with respect to such new employee or individual and is to compose one of the parties of the second part. Such contracts may either be signed individually by such new party ..... or by the said union whom the said party of the first part accepts as the duly authorized attorney in fact of the parties of the second part.

**SIXTH:** The parties of the second part agree to abide by all the rules and regulations of the said union of which regulation they admit being familiar with in all respects.

**SEVENTH:** The party of the first part further covenants and agrees that he will at all times permit a representative of the said union to enter his factory and to consult with any of the men in his employ to ascertain whether the said party of the first part has complied with the conditions of this contract.

**EIGHTH:** The parties of the second part further agree to supply the party of the first part with certain labels or tags for which the party of the first part agrees to pay the sum of ..... per 100. These tags are to be attached to all articles made by the parties of the second part without any additional cost or charge.

**NINTH:** Attached hereto are schedules of the prices agreed upon between the parties hereto, which prices are to be the minimum rates for the work to be performed by the said parties of the second part, which rate shall not be changed throughout the continuation of this contract, regardless of any changes in the condition of the trade.

**TENTH:** The parties hereto agree that six days shall constitute a week's work. The hours when work shall commence and cease during each day shall be agreed between the parties, after the signing of this contract, and shall continue for the same time during the continuation thereof. It shall be optional for one or more of the parties of the second part to work any overtime, that is, to work over the usual time. In the event that there

should not be enough work for all the parties during the entire day, the parties hereto agree that said work shall be divided between them as evenly as possible so as to keep them employed at about equal periods.

ELEVENTH: The party of the first part further agrees that the said parties of the second part may at their option work on Saturday or Sunday according to the religious faith of any of the said parties of the second part.

TWELFTH: The party of the first part further agrees that should he in his opinion believe that one or more of the parties of the second part has violated any of the terms of this agreement and he desires to terminate this contract with such individual or individuals, he must give three days notice of his intention to do so and present a proper statement of the reasons for doing so, to said union. That such matter shall be referred to a committee consisting of one man appointed by the said union, and one appointed by the party of the first part and the third to be chosen by those already appointed, and they shall hear and determine as to whether or not such individual has violated the terms of this agreement. The parties hereto agree to abide by the decisions of said committee, which decision shall be final.

THIRTEENTH: It is mutually agreed by and between the parties hereto, that should the party of the first part violate any terms of this contract with any one or all of the said parties of the second part, that they collectively shall be entitled to demand and receive from the said party of the first part the sum of \$500 as and for liquidated damages by reason of such breach and not as a penalty.

FOURTEENTH: It is mutually agreed by and between the parties hereto that any or all of the parties of the second part may quit work during a so-called sympathy strike without violating any of the terms of this agreement.

FIFTEENTH: This agreement shall bind the heirs and legal representatives of the parties hereto.

In witness whereof the party of the first part has hereunto affixed his hand and seal and the said parties of the second part have hereunto affixed their hands and seals by the said Mattress Makers' Union of Greater New York Local No. 114, their attorney in fact.

In presence of

L. S.  
L. S.  
L. S.  
L. S.  
L. S.  
L. S.  
L. S.  
L. S.  
L. S.

The undersigned accept the terms of the terms of the above contract.

Dated.

L. S.  
L. S.

*Memorandum of Agreement made and entered into this 19th day of September, 1905, between the Mattress Makers' Union of Greater New York, Local No. 114, U. I. U. of N. A., a corporation duly organized under and by virtue of the laws of the State of New York, party of the first part and ..... of the same place, party of the second part.*

The party of the first part agrees at all times to furnish the party of the second part with as many competent and skillful mattress makers, tick operators, machine operators, box spring makers and upholsterers, as will be in its power.

And in consideration of the premises the party of the second part agrees to apply for all workmen he may need during the term of this agreement to the said party of the first part.

And also the said party of the second part agrees that he will well and truly perform all conditions, covenants and obligations this day assumed by written agreement with his employees, and that the said covenants, conditions and obligations, should be binding upon him as to all employees, not now mentioned in said agreement, but to be furnished to him by the said party of the first part, and also that he will recognize the rules and regulations of the said Union, as far as applicable to his factory.

It is understood between the parties hereto that this agreement shall be binding upon them for one year from date hereof, and that for violation of the same, the party so violating shall become liable to and pay over to the other the sum of five hundred dollars, as fixed, ascertained, and liquidated damages, and not as a penalty.

In witness whereof, the parties hereto hereunto set their hands and seals the day and year first above mentioned.

In presence of

L. S.

THE FOLLOWING IS THE SCHEDULE OF PRICES HEREIN REFERRED TO:

4 ft. 6 in. soft top excelsior.....	\$ .20
2 cents down for each size.	
5 cents extra for additional top.	
10 cents extra for two parts.	
4 ft. 6 in. combination excelsior.....	.45
2 cents down for each size.	
10 cents extra for two parts.	
5 cents extra if filled with shoddy.	
4 ft. 6 in. combination fiber.....	.50
5 cents down for each size.	
10 cents extra for two parts.	
4 ft. 6 in. hair.....	.50
5 cents down for each size.	
10 cents extra for two parts.	
4 ft. 6 in. hair make over.....	.60
5 cents down for each size.	
10 cents extra for two parts.	
Sliding couch mattresses with bolster.....	.30
Drop side couch mattress with bolster.....	.25
4 ft. 6 in. cotton felt mattress.....	.50
5 cents down for each size.	
10 cents extra for two parts.	



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4 ft. wool mattress.....	.20
2 cents down for each size.	
4 ft. 6 in. soft top fiber.....	.35
5 cents down for each size, except for	
3 ft. and 2 ft. 6 in. 2 cents down.	
5 cents extra for additional top.	
10 cents extra for two parts.	
All bolsters excepting excelsior bolsters.....	.10
All excelsior bolsters.....	.05
Combination bolsters.....	.15
Round bolsters filled with excelsior.....	.15
Any top in addition on any bolster.....	.05
4 ft. 6 in. silk floss.....	.75
5 cents down for each size.	
10 cents extra for two parts.	
4 ft. 6 in. duplicate.....	.75
5 cents down for such (sic) size.	
10 cents extra for two parts.	
Morris chair cushions with buttons.....	.40
Morris chair cushions without buttons.....	.30
4 ft. chair cushions.....	.22
2 cents down for each size.	
4 ft. 6 in. Imperial edge hair mattress for store.....	1.50
50 cents extra for two parts.	
4 ft. 6 in. Imperial edge hair mattress for auction.....	1.25
25 cents extra for two parts.	
4 ft. rollers.....	.12
1 cent down on each size.	
4 ft. 6 in. roll edge.....	1.00
25 cents extra for two parts.	

#### BOX SPRINGS.

Rabbed edge.....	1.25
Single border.....	1.15

#### REMAKE.

Rabbed edge.....	1.25
Single border.....	1.15

#### RECOVER.

Rabbed edge.....	.60
Single border.....	.50
Double border.....	2.00
Open construction.....	1.35

#### MACHINE WORK.

The following prices are for finishing machine filled mattresses:

Soft and soft to and button.....	.12
Plain excelsior, 4 ft. and 4 ft. 6 in.....	.10
Plain excelsior, 3 ft. 6 in.....	.08
Plain excelsior, 3 ft.....	.07
Combination mattress.....	.20
Combination fiber.....	.25
Fiber soft top and bottom.....	.18
Hair mattresses.....	.35
Cotton felt mattress.....	.35

On all of the above there is an extra charge of five cents for extra two parts.

Imperial edge hair mattresses same price as for hand work except that 15 cents is to be allowed for machine filling.

#### TICK OPERATORS.

Hair, cotton and fiber ticks.....	.10
Ten cents extra for two parts.	
Excelsior ticks.....	.08
Eight cents extra for two parts.	

Box cover.....	.15
Couch two parts with bolster and borders.....	.24
Couch one part with bolster and border.....	.16
Couch plain.....	.10
Five cents extra for two parts.	
Tick with round corners.....	.15
Five cents extra for two parts.	
All bolsters.....	.04

## UPHOLSTERERS, NEW YORK CITY.

[Form of agreement signed by 85 firms, against 21 of which the union ordered a strike to secure signature, as described in Table I, page 34.]

FIRST. On and after September 4, 1905, and up to September 1st, 1906, the minimum rate of wages for upholsterers' measurers shall be twenty-four dollars (\$24) per week, or fifty-one (51) cents per hour. No piece or contract work to be permitted.

SECOND. Drapery, curtain and wall hanging cutters shall be paid at the minimum rate of twenty-seven dollars (\$27) per week, or fifty-seven and one-half (57½) cents per hour.

FOURTH. Forty-four hours shall constitute a week's work from the first week in the month of September, 1905, up to and including the last week in the month of December, 1905. Hours of labor, 8 A. M. to 5 P. M. daily, except Saturday, when the hours of labor shall be from 8 A. M. to 4 P. M. One hour to be allowed for lunch daily.

FOURTH. Forty-four hours shall constitute a week's work from the first week in the month of January, 1906, up to and including the last week in the month of August, 1906. Hours of labor, 8 A. M. to 5 P. M. daily, except Saturday, when the hours of labor shall be from 8 A. M. to 12 M. One hour to be allowed for lunch daily.

FIFTH. Overtime work shall be paid for at the rate of double time. Overtime means all time between 5 P. M. and 8 A. M. daily, except Saturdays, from the first week in the month of September, 1905, up to and including the last week in the month of December, 1905; all work done between 4 P. M. Saturday and 8 A. M. Monday; and from the first week in the month of January, 1906, up to and including the last week in the month of August, 1906, all work done between 12 M. Saturday, to 8 A. M. Monday. Work done on the following legal holidays shall be paid for at the rate of double time:

New Year's Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, and Thanksgiving Day.

No work shall be permitted on Sundays or on Saturday half-holidays unless the consent of the Executive Board or Business Agent has been obtained.

SIXTH. Members of this union who may be sent to work on jobs outside the Boroughs of Manhattan, Bronx and Kings, and who may be required to remain away over night, shall be allowed not less than \$1.50 per day for board and lodging, and railway fare and all other legitimate expenses that may accrue.

Car fare shall be allowed to and from all local jobs.

SEVENTH. All extra time spent in traveling before 8 A. M., or after the time set as the end of a day's labor, shall be paid for at the rate of double

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time, except in cases where members are required to travel all night, when they shall be furnished with meals, sleeping accommodations and railway fare. Members traveling on Sundays, legal holidays or on Saturday half-holidays shall be paid at the rate of double time.

EIGHTH. All work consisting of furniture upholstery, curtains, draperies, wall hanging, cushions, slip covers and shades, shall be classified as upholsterers' work.

NINTH. All contracts for upholstery work held by firms who are parties to this agreement, said work shall in all cases be done by members of this union, Local No. 44, of New York and Vicinity, under the conditions as provided by this agreement.

TENTH. All upholstery work purchased by firms who are parties to this agreement shall in all cases be purchased from firms who employ members of the Upholsterers' International Union of N. A. exclusively. This clause is not intended to apply to work imported from Europe.

ELEVENTH. None but members of United Upholsterers' Union, Local No. 44, shall be employed or permitted by firms who are parties to this agreement to do any work classified as upholsterers' work. No women shall be permitted to cut draperies, curtains or slip covers.

TWELFTH. Foremen who are actively engaged doing work usually done by the journeyman upholsterer, such as upholstering furniture in the shop or working on jobs on the outside, shall be required to be members of this union.

THIRTEENTH. One apprentice shall be allowed to every five journeymen upholsterers. Apprentices who have been employed as such for a period of eighteen months shall be required to hold an apprentice card in this union. Each apprentice shall be required to serve at least three years at the bench, and receive a rate of wages not less than \$15.00 per week, before he shall be permitted to do any work on outside jobs; five years shall be the time required to learn the trade.

FOURTEENTH. This agreement to take effect September 4, 1905, and to be continued up to September 1, 1906. Either party to this agreement desiring a change after the date set for this agreement to expire shall be required to give a written notice ninety days prior to the date of the expiration of this agreement, and the parties who may be so notified shall be required to file their answer to the request made within thirty days after said notice has been given.

FIFTEENTH. The authorized representative of the union shall be permitted at all times when occasion may require his presence to visit buildings in course of construction or alteration, and other workshops of the firms who are parties to this agreement.

SIXTEENTH. All disputes arising shall be settled, if possible, between a Conference Board of this union and the employers; if they fail to agree, the matter shall be referred to the General Board of Arbitration for adjustment, as provided in the plan of arbitration.

Signed .....  
For the firm of.....  
Located at.....  
For the Union.....  
.....

## WOOD CARVERS AND MODELERS, NEW YORK CITY.

[Annual agreement, New York Wood Carvers and Modelers' Association; affiliated with International Wood Carvers' Association; American Federation of Labor; Central Federated Union of New York; Associated Building Trades of New York City and Vicinity.]

*An agreement, made and entered into on June 6, 1905, by and between the firm of Catok & Beller, parties of the first part, and the International Wood Carvers' Association of New York and Brooklyn, parties of the second part.*

That the parties hereto agree, and will abide by the following trade rules:

FIRST. That from the 10th day of June, 1905, until the 10th day of June, 1907, eight (8) hours shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday and Friday, and four (4) hours shall constitute a half day's work on Saturday of each week, work to commence at eight (8) A. M.

SECOND. That the minimum rate of wages for wood carvers shall be \$3.50 per day; carvers to receive their rating as prescribed by their association.

THIRD. That all labor performed in excess of the regular working days enumerated above, or legal holidays, shall be paid for at the rate of double time. Overtime or work on Sunday shall not be permitted, except in cases of extreme emergency. In all cases where overtime is required the consent of the Wood Carvers' Association or their Business Agent must be obtained. Piece work or contract work shall not be permitted.

FOURTH. That all carvers shall be paid on or before Saturday of each week at 12 M. (noon). In all cases when carvers are laid off or dismissed, one-half hour's notice shall be given, with wages due, to date of dismissal.

FIFTH. All carvers employed shall be members in good standing of the International Wood Carvers' Association of New York and Brooklyn.

SIXTH. No employer, or employee, will be permitted to sub-contract the carving of any shop where carvers are, or have been employed. This does not include machine boring.

SEVENTH. All foremen, who do work at the bench, shall be members of the union.

EIGHTH. One apprentice shall be allowed to every firm employing from one (1) to five (5) carvers. Two apprentices to every firm employing from five (5) to ten (10) carvers. Three (3) apprentices to every firm employing from ten to fifteen carvers or more. Three (3) apprentices being the limit in any shop. All apprentices shall serve four (4) years, and shall receive work and proper instructions during their term, in all branches of wood carving.

NINTH. The authorized representative of the union shall be permitted at all times, when occasion may require his presence, to visit buildings in course of construction, and the workshop of the firms where members of the union are employed.

TENTH. This agreement to take effect on June 10, 1905, and to remain in force until June 10, 1907. In case of any contemplated changes by either party to this agreement, a notice in writing shall be given, stating

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fully what the proposed changes are, at least three (3) months prior to the expiration of this agreement, viz., June 10, 1907.

(Signed) For the firm of Catok & Beller:

(Signed) For the Wood Carvers' Association:

HENRY E. RICHARD,  
*Business Representative.*

(Seal)

New York, June 6, 1905.

MACHINE WOOD WORKERS, NORTH TONAWANDA.

[Terminating dispute of May 11-June 10, 1905, described in Table I, page 34.]

*This agreement, made in duplicate, this tenth day of June, 1905, between the Mill Owners of the City of North Tonawanda, New York, as parties of the first part, and the Bench Hands of Local 389, United Brotherhood of Carpenters and Joiners of America, as parties of the second part.*

Witnesseth, That the parties hereto, in consideration of the terms and-of the covenants and agreements hereinafter contained, do covenant and agree to and with each other as follows:

I. That the terms and provisions of this agreement shall take effect upon the signing of the same and continue in full force and effect as to each and every provision herein contained, until the first day of March, 1907.

II. Under the terms and provisions of this agreement, nine (9) hours shall constitute a day's work, such work to be faithfully performed between the hours of seven (7) A. M. and five (5) P. M., excepting that during the year 1905, if necessities of the trade require, the parties of the second part will be permitted to work ten (10) hours per day for six months of said year, such extra time however to be at the regular scale of wages hereinafter provided.

III. The scale of wages for all the men hereunder shall be at the rate of twenty-seven and one-half ( $27\frac{1}{2}$ ) cents per hour; overtime to be paid as time and one-half, except Sundays, Christmas, New Years and Fourth of July, which shall be paid for at the rate of double time.

It is distinctly understood and agreed, that if during the time that the agreement is in force the men are required to work ten (10) hours per day, for the six months above provided, the scale of wages for said ten (10) hours shall be at the rate of twenty-seven and one-half ( $27\frac{1}{2}$ ) cents per hour.

IV. The parties of the second part covenant and agree that in case of any strike, sympathetic or otherwise, such strike shall in no way interfere with the men employed in the mills of the parties of the first part and that they will do no act or thing to interfere with the work of such men or calling of the same out upon strike.

V. If, at the expiration of this agreement, either of the parties hereto intend to change any of the clauses hereof, then and in that event three (3) months' notice of such intended change, together with the change proposed, shall be given by the party proposing the same to the other party hereto, and in case of a failure so to do, the terms and provisions of this contract shall remain in force until the first day of March, 1908.

VI. The parties of the second part further covenant and agree to do each and every act or thing, during the term hereof, to promote the interest and welfare of the parties of the first part by punctual attendance to work and by giving fair and honest work during the hours of employment and in all other legitimate and legal ways.

In witness whereof, the parties hereto have caused these presents to be signed in their behalf by their duly authorized representatives.

MILL OWNERS OF THE CITY OF NORTH TONAWANDA, N. Y.,

By.....

BENCH HANDS AND MEMBERS OF LOCAL 369, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,

By.....

#### MACHINE WOOD WORKERS, TROY.

[Trade rules of the carpenters' joint district governing the mill men of local union No. 636, United Brotherhood of Carpenters and Joiners of America, from April 1, 1905, to April 1, 1906. James G. Wilson, business agent of the union, states that the rules have been signed by four concerns employing about 60 men and not signed by two firms employing about 40 men. For rules governing carpenters' work, see below under Building Industry.]

Nine hours shall constitute a day's work, to begin at 7 A. M. and end at 5 P. M., except on Saturday, when work shall terminate at 4 P. M. Eight hours shall constitute a day's work on Saturday.

From April 1, 1905, to April 1, 1906, the same wages shall be paid for a fifty-three-hour week as were paid for a sixty-hour week from April, 1904, to April 1, 1905.

Overtime to be paid at the rate of time and one-half, except for the time worked between the hours of 6 P. M. Saturday and 7.00 A. M. Monday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, for which double time will be paid.

No union mill hand shall work for any person or persons regularly engaged in the mill business, construction or repairing of buildings, who will keep in their employment over two days any non-union man who has not made application to join the union.

All persons using carpenters' tools or wood-working machinery and not carrying the quarterly working card of the D. C., shall be considered as non-union men. This includes apprentices, foremen and contractors, etc.

Should either party to this agreement desire a change, notice must be given of same on or before February 1, 1906.

P. S.—All employers signing these Trade Rules will be placed on the Fair List of the Building Trades' Council.

#### IV. LEATHER AND LEATHER GOODS.

##### BOOT AND SHOE WORKERS' UNION STAMP CONTRACT.

*Agreement entered into this ..... day of ..... 190..., by and between  
..... shoe manufacturer of.....  
hereinafter known as the employer, and the Boot and Shoe Workers'  
Union, with headquarters at 434 Albany Building, Boston, Mass., here-  
inafter known as the union, witnesseth:*

FIRST. The union agrees to furnish its union stamp to the employer free of charge, to make no additional price for the use of the stamp, to make

no discrimination between the employer and other firms, persons or corporations who may enter into an agreement with the union for the use of the union stamp, and to make all reasonable effort to advertise the union stamp, and to create a demand for the union stamped products of the employer, in common with other employers using the union stamp.

SECOND. In consideration of the foregoing valuable privileges, the employer agrees to hire as shoe workers, only members of the Boot and Shoe Workers' Union, in good standing, and further agrees not to retain any shoe worker in his employment after receiving notice from the union that such shoe worker is objectionable to the union, either on account of being in arrears for dues, or disobedience of union rules or laws, or from any other cause.

THIRD. The employer agrees that he will not cause or allow the union stamp to be placed on any goods not made in the factory for which the use of the union stamp was granted, and the employer agrees that it will be a violation of this contract to use the union stamp or stamps in any other place than the particular factory for which the use of the stamp is granted.

FOURTH. It is mutually agreed that the union will not cause or sanction any strike, and the employer will not lock out his employees while this agreement is in force.

All questions of wages or conditions of labor, which cannot be mutually agreed upon shall be submitted to a board of arbitration composed of one person to represent the employer, one to represent the union, and the two thus chosen to select a third.

The decision of this board of arbitration shall be final and binding upon the employer, the union, and the employees.

FIFTH. The union agrees to assist the employer in procuring competent shoe workers to fill the places of any employees who refuse to abide by section 4 of this agreement, or who may withdraw or be expelled from the Boot and Shoe Workers' Union.

SIXTH. The employer agrees that the union collectors in the factory shall not be hindered or obstructed in collecting the dues of members working in the factory.

SEVENTH. The employer agrees that the general president, or his deputy, upon his written order, may visit the employees in the factory at any time.

EIGHTH. The employer agrees that the union is the lawful owner of the union stamp, and the employer agrees not to make or cause to be made any union stamp or stamps, and it is further agreed that the union will furnish free of cost all stamps necessary to be used under this agreement.

NINTH. The union agrees that no person except the general president, or his deputy, upon his written order, shall have the right to demand or receive the union stamp from the employer.

TENTH. Should the employer violate this agreement he agrees to surrender the union stamp or stamps in his possession to the general president, or his deputy, upon his written order, and that the said general president, or his deputy, may take said stamp or stamps, wherever they may be, without being liable for damages, or otherwise.

ELEVENTH. In case the said employer shall for any cause fail to deliver the said stamp or stamps to the general president, or his deputy, as provided in this agreement, the employer shall be liable to the general president in the sum of \$200, as liquidated damages, to be recovered by the general

president in an action of contract, brought in the name of the general president for the benefit of the union against the employer.

**TWELFTH.** This agreement shall remain in force until one year.

Should either party desire to alter, amend or annul this agreement it shall give a written notice thereof to the other party three months before expiration of the agreement; and if the parties fail to give such notice, the agreement shall continue in force for another year, and so on from year to year until such notice is given.

**THIRTEENTH.** In case the employer shall cease to do business, or shall transfer its business, or any part thereof, to any person or persons, or corporation, this agreement shall be ended, and the stamp or stamps shall be returned to the general president forthwith, without demand from the union, when a new agreement, of similar tenor as this, may be entered into between the employer and the General Executive Board of the Boot and Shoe Workers' Union.

## **VII. PRINTING AND PUBLISHING.**

### **INTER-TRADE AGREEMENT.**

*Agreement between The International Typographical Union, The International Printing Pressmen and Assistants' Union, The International Brotherhood of Bookbinders, The International Stereotypers and Electrotypers' Union, and The International Photo-Engravers' Union.*

[Adopted January 29, 1904. Amended January 14, 1905.]

The duly authorized representatives of the International Typographical Union, the International Printing Pressmen and Assistants' Union, the International Brotherhood of Bookbinders, the International Stereotypers' and Electrotypers' Union, and the International Photo-Engravers' Union, for the purpose of more clearly defining their obligations to each other, the powers of local Allied Printing Trades Councils, and for the further purpose of avoiding disputes and securing the harmonious co-operation of all local unions in joint defensive action and label agitation, do hereby agree:—

### **JOINT CONFERENCE BOARD.**

1. For the purposes of this agreement a Joint Conference Board shall be created as follows: Four representatives from the International Typographical Union, one representative from the International Printing Pressmen and Assistants' Union, one representative from the International Brotherhood of Bookbinders, one representative from the International Stereotypers' and Electrotypers' Union, and one representative from the International Photo-Engravers' Union.

2. The Joint Conference Board may adopt such rules of procedure in the hearing of appeals and the conduct of other business that may properly come before it as do not conflict with this agreement or the laws of any of the organizations parties hereto.

3. The officers of the Joint Conference Board shall be a President, a Vice-President, a Secretary-Treasurer, and such other officers as the Board may determine, but no two executive officers shall be chosen from one organization.

4. The annual meeting of the Joint Conference Board shall be held on the first Monday in December of each year, at the place decided upon by a majority vote of the Board. At this meeting officers shall be nominated,



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elected and installed for the ensuing year. Any vacancies occurring during the intervals between such meetings shall be filled by a majority vote of the Joint Conference Board.

5. On demand of a majority of the organizations that constitute this Joint Conference Board, the President shall call a meeting at a convenient time and place.

6. In the event of any member of the Joint Conference Board being unable to attend a meeting, such member shall be privileged to delegate his power and authority to a proxy who, upon the filing of properly attested credentials to the Joint Conference Board, shall be accorded all rights and privileges due the organization he represents under the terms of the joint agreement.

7. In voting on matters coming before the Joint Conference Board, the representatives of the various international unions shall vote for and bind their unions, and such vote shall be so understood and accepted by the Joint Board and shall not be reconsidered without the unanimous consent of the membership of the Board.

8. The representatives of all organizations named in this agreement must file an opinion in the case with the Secretary-Treasurer of the Joint Conference Board within thirty days after his submission of the documents in each appeal case, and must register their votes on the appeal within thirty days after said opinions have been compiled by the Secretary-Treasurer and submitted to the Board for final action. The opinion and vote in each case shall be filed separately.

9. When a tie vote results on any question submitted to the Joint Conference Board under the terms of this agreement, the President may call a meeting of the Board for further consideration of the matter. If the case cannot be satisfactorily adjusted at such meeting a disinterested party shall be unanimously selected to act as arbitrator, and his decision shall be final.

10. In appeals to the Joint Conference Board from the decision or action of any local Allied Council, as permitted by this agreement, the representatives of the protesting local union must file notice of intention to appeal within ten days with the officers of the local Allied Council. Appellant must prepare and forward to the Secretary-Treasurer of the Joint Conference Board, within thirty days after action complained of is taken, ten typewritten copies of the appeal papers, serving one copy on the President of the interested Allied Council. The Allied Council shall have an additional thirty days in which to file ten typewritten copies of its answer. The Secretary-Treasurer of the Joint Conference Board shall, when the papers are complete in each case, forward one copy of the papers to each member of the Joint Conference Board, and further procedure shall be in accordance with the provisions of Sections 8 and 9. When a decision is reached, the Secretary-Treasurer shall furnish the appellant and appellee with a copy thereof. Members of the Joint Board shall also be notified by the Secretary-Treasurer of the result of the vote on each appeal.

11. Each organization shall pay the incidental expenses of the Joint Conference Board in proportion to its representation.

#### ALLIED PRINTING TRADES COUNCILS.

12. In localities where there are unions chartered by two or more of the organizations parties to this agreement, a local Allied Printing Trades Council

shall be formed. Should any such chartered union decline to form an Allied Printing Trades Council, the aggrieved union or unions shall be allowed an appeal on this question to the Joint Conference Board.

13. Allied Printing Trades Councils shall be composed of three delegates from each local union holding a charter from one of the parties to this agreement. No local union, regardless of the jurisdiction claimed, shall have both voice and vote in more than one Allied Council. Unions having jurisdiction over more than one city or town in which Allied Trades Councils exist shall have voice and vote in one Allied Council only, but may be represented, and shall have a voice, in the rest.

14. Each delegate present at any meeting of the Allied Printing Trades Council shall be entitled to one vote; provided that a roll call may be demanded by the representatives of any union on a question of the raising of revenue or the election of officers, and on such roll call each union shall be entitled to additional votes as follows: For fifty (50) members of the local union represented, one vote; for each additional fifty (50) members or major fraction thereof, up to three hundred (300) members, one vote; for the next two hundred (200) members or major fraction thereof, one vote; for each additional five hundred (500) members or major fraction thereof, one vote; the membership to be computed in accordance with the last per capita tax paid by each local union.

15. Allied Printing Trades Councils may elect such officers and adopt such provisions and rules for their own government as are not in conflict with this agreement or the laws of the organizations parties hereto, but no more than one officer may be chosen from the representatives of one local union, except by unanimous consent.

16. The powers of Allied Printing Trades Councils shall not exceed those specified in this agreement, and such councils shall not take hostile action of any character, except by unanimous consent of the unions represented therein.

17. Any local union may request the assistance of the Allied Printing Trades Council in the adjustment of any difficulty that may arise. Upon failure of the council to effect a settlement, and should a joint or sympathetic strike be desired, the question shall be referred to the local unions for action, in accordance with the laws of their respective international unions.

18. Should an Allied Printing Trades Council refuse to abide by the decision of the Joint Conference Board, it shall be dissolved, and the unions affiliated therewith instructed by their international officers to form a new council on the basis of the decision of the Joint Conference Board.

#### ALLIED PRINTING TRADES COUNCIL UNION LABEL.

19. The International Typographical Union shall procure and hold all Allied Printing Trades Council union labels, and shall loan same to local Allied Printing Trades Councils as its agents, in accordance with the terms of this agreement, upon receipt of a sum of money from the local council not exceeding 10 per cent above the cost of production and distribution of said labels.

20. No Allied Printing Trades Council shall issue any label not procured from the International Typographical Union, nor any label differing in

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design from the label now known and registered as the Allied Printing Trades Council union label, nor duplicate nor allow the duplication of said label, except in the case of stereotyped or electrotyped forms, in which case the label appearing in the plate or plates shall be destroyed immediately on completion of the work on which it is used.

21. No other body than the local Allied Printing Trades Council shall be allowed to grant the use of the Allied Printing Trades Council union label in any jurisdiction.

22. All labels must be procured by local councils from the Secretary-Treasurer of the International Typographical Union. Any infraction of this rule shall be deemed sufficient cause for the dissolution of the local council so offending.

23. Labels shall be loaned only with the unanimous consent, of unions represented in the Allied Printing Trades Council. Unions objecting to the issuance of the label in any instance must produce a valid reason for such objection, the council to be the judge of the validity of such reason, subject to appeal to the Joint Conference Board, provided an active member in good standing of any branch represented in an Allied Printing Trades Council, who runs an office of not more than two platen presses, and in the operation of such office complies with the laws of his union, shall be permitted to use the label, provided the entire work of the office be done by the proprietor thereof, and that when employment is given to any additional help members of affiliated unions must be employed. Violation of the foregoing shall be deemed sufficient reason for the immediate surrender of the label. The above provisos shall not apply in cities of 500,000 population or over.

24. In regard to label issuance, should any union chartered by a party to this agreement feel that an injustice has been done it, or should any local Allied Printing Trades Council feel that the action of any such union is detrimental to the best interests of the council, an appeal may be taken to the Joint Conference Board under such provisions as may be adopted by said Board.

25. Wherever an Allied Printing Trades Council is in existence, the local unions affiliated therewith shall withdraw the label of their respective unions, unless otherwise decided by the Joint Conference Board.

#### MISCELLANEOUS.

26. When a sympathetic strike shall have been inaugurated by the parties to this agreement, the initiating union shall pay those involved as follows: The sum of seven (7) dollars per week to each married man involved, and five (5) dollars per week to each single man or woman involved, for the period of eight weeks, unless settlement is sooner effected.

27. When a joint demand is made, involving either a question of wages or hours, all conferences and business with the proprietors relative thereto shall be conducted by joint committees of parties to this agreement, and in case a strike or lockout shall result, each union shall provide strike benefits for its own members and shall have no financial recourse on any of the allied unions.

28. This agreement may be altered or amended on motion of any one organization party to this agreement, and if said motion receives the unanimous consent of the other parties hereto.

## BOOKBINDERS, BUFFALO.

179 WASHINGTON STREET,

BUFFALO, N. Y., March 10, 1905.

*Agreement by and between the Typothetae of Buffalo and Bookbinders' Local No. 17.*

It is agreed that the scale of wage shall be as follows:

General forwarders, grade A, minimum scale.....	\$16 00
General forwarders, grade B, minimum scale.....	15 00
Cutters and trimmers, minimum scale.....	14 00
Lithographic cutters, minimum scale.....	15 00
Rulers, minimum scale.....	16 00
Finishers, gilders, and stampers, minimum scale.....	17 00
Marblers, minimum scale.....	18 00
Die and envelope cutters.....	17 00
Rounder and backer.....	16 50

Time and a half for hours before or after the mutually agreed upon hours for beginning and stopping work. Men put on at night after working through the day shall be paid time and one-half up to midnight, and double time on to the regular time for starting.

Sundays and the following legal holidays shall be paid double time: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas.

Fifty-four hours to constitute a week's work. This agreement to go into effect March 31, 1905, and to extend to April 30, 1906, and thereafter, subject to renewal notice of two months; i. e., unless notice is served prior to March 1, 1906, this agreement continues in force to April 30, 1907.

A part and parcel of this agreement is that there shall be, during its life, no strike or lockout, either sympathetic or otherwise.

In case of dispute the question shall be referred, as soon as practicable and within a week at the utmost, to a joint conference committee, composed of three each from the Typothetae of Buffalo and the Bookbinders' Local Union No. 17, for settlement, and, in case of their inability to reach any agreement, the matter shall be arbitrated; one arbitrator to be chosen by the President of the United Typothetae of America, the second by the International Brotherhood of Bookbinders, and these two arbitrators so chosen shall together choose a third, and the findings of this Board shall be final and observed by both parties. Such ruling by the Conference Committee or arbitrators must be consummated within three months of date of notice by either party.

For the Typothetae of Buffalo:

(Signed) E. A. KENDRICK, *President*.

(Signed) LANGDON B. CLARK, *Secretary*.

For Bookbinders' Local Union No. 17:

(Signed) EDWARD KLOCKE, *President*.

(Signed) BEET FOX, *Vice-President*.

For United Typothetae of America:

(Signed) JOHN MACINTYRE,

For International Brotherhood of Bookbinders:

(Signed) R. GLOCKLING.

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#### COMPOSITORS, BINGHAMTON.

[Scale of prices of Binghamton Typographical Union No. 232, in effect March 4, 1905, for five years. This constitutes part of the agreement, which is of the standard form of the International Typographical Union, as reproduced below for Trey.]

##### *Newspaper Work.*

Eight hours shall constitute a day's work or a night's work, six days a week's work.

Overtime shall be paid for at the rate of time and one-half.

Scale of prices.	Day work.	Night work.
Machine operators and foremen.....	\$18 00	\$20 00
Machinist operators and machinists.....	20 00	22 00
Hand men: First year.....	15 00	16 00
Second year.....	16 00	17 00
Third, fourth and fifth year.....	17 00	18 00

Conditions now prevailing in regard to newspaper proof-reading to remain unchanged.

Work on newspapers on Sundays (except morning newspapers) and Labor Day to be price and one-half.

##### *Book and Job Work.*

Eight and one-half hours shall constitute a day's work or a night's work from March 4, 1905, to January 1, 1906.

From and after January 1, 1906, eight hours shall constitute a day's work or a night's work. Six days to be a week's work. Eight hours to be a day's work or a night's work for machine operators throughout. Overtime shall be paid for at the rate of time and one-half.

Scale of prices.	Day work.	Night work.
Machine operators and proof-readers.....	\$18 00	\$20 00
Machine operators and machinists.....	20 00	22 00
Hand men: First year.....	15 00	16 00
Second year.....	15 00	16 00
Third year.....	16 00	17 00
Fourth year.....	16 50	17 50
Fifth year.....	17 00	18 00

Work on Sundays and the following legal holidays to be paid for at the rate of price and one-half: Christmas, New Year's, Thanksgiving, Fourth of July and Labor Day.

Day work shall be work done between 7 A. M. and 6 P. M.

Night work shall be work done between 5 P. M. and 4 A. M.

Nothing in this scale shall be construed as affecting those who are receiving more than the above scale.

#### COMPOSITORS, NEW YORK CITY.

##### (a) *Book and Job Printers of Typographical Union No. 6.*

On November 21, 1904, the Joint Conference Committee of the Typothetae and Typographical Union No. 6 signed an agreement binding the two bodies to the observance of the prices, shop rules and practices embraced in the pages of this pamphlet; this agreement to go into effect January 1, 1905, and to continue until January 1, 1906.

This agreement maintains the nine-hour day or 54-hour week, in accordance with the Seabury arbitration decision, increases the minimum scale to time hands, operators and machinists one dollar and fifty cents (\$1.50) per week, and increases the price for piece work five cents (5c.) per thousand ems; otherwise, there is apparently no change from the agreement of February 26, 1902.

The Typothetæ of the City of New York,

By WILLIAM GREEN,  
*President.*

Typographical Union No. 6,

By P. H. McCORMICK,  
*President.*

### SCALE OF PRICES BY HOURS—Jan. 1, 1905, to January 1, 1906

	1	2	3	4	5	6	7	8	9
1. Time hands.....	\$0 39	\$0 78	\$1 17	\$1 56	\$1 94	\$2 33	\$2 72	\$3 11	\$3 50
2. Time hands, overtime.....	58	1 17	1 75	2 33	2 92	3 50	4 08	4 67	5 25
3. Machine operators.....	43	85	1 28	1 70	2 13	2 56	2 98	3 41	3 83
4. Machine operators, overtime.....	64	1 28	1 92	2 56	3 19	3 83	4 47	5 11	5 75
5. Time hands, Sundays and holidays.....	78	1 56	2 33	3 11	3 88	4 67	5 45	6 22	7 00
6. Operators, Sundays and Holidays.....	85	1 70	2 56	3 41	4 26	5 11	5 96	6 81	7 67
7. Time hands, municipal work.....	44	88	1 31	1 75	2 19	2 63	3 06	3 50	
8. Time hands, municipal work, overtime.....	66	1 31	1 97	2 63	3 28	3 94	4 59	5 25	
9. Operators, municipal work.....	48	96	1 44	1 92	2 40	2 88	3 35	3 83	
10. Operators, municipal work, overtime.....	72	1 44	2 16	2 88	3 59	4 31	5 03	5 75	
11. Piece hands, overtime.....	20	39	59	78	97	1 17	1 36	1 56	1 75
(In addition to matter set)									

Saturday half holiday, regular overtime.

### SCALE OF PRICES, BOOK AND JOB WORK.

1. All wages shall be paid weekly and at time of discharge.

#### *Piece Work, Standard of Type.*

2. The following shall be the alphabetical scale for the measurement of type: Pica to bourgeois, inclusive, 13 ems; brevier and minion, 14 ems; nonpareil, 15; agate, 16; pearl, 17; diamond, 18. All fonts exceeding the standard are to the benefit of the compositor, and no deduction or allowance can be made owing to such excess. In considering whether a font of type is up to the standard, the letters to be measured are the lower case letters, from a to z, inclusive, and these only—the twenty-six letters of the alphabet; and the letters c, d, e, i, s, m, n, h, o, u, t, a and r shall be equal to at least one-half of such measurement.

3. In measuring the width of a measure, any fraction of an em less than an en will not be counted; an en or greater fraction will be counted as an em.

4. Where type falls below the standard there shall be an allowance of two cents per thousand ems for one thick space or less under the standard, and one cent extra allowance shall be made for each additional thick space or fraction thereof that the type falls below the first thick space under the standard.

*Common Matter on Galley.*

5. Leaded reprint, per 1,000 ems, 44 cents.
6. Solid reprint and leaded manuscript, per 1,000 ems, 47 cents.
7. Solid manuscript, per 1,000 ems, 50 cents.
8. Latin and Spanish, per 1,000 ems, 57 cents.
9. French, Italian and Portuguese, per 1,000 ems, 59 cents.
10. Welsh, Indian and African, per 1,000 ems, 64 cents.
11. Greek, plain, per 1,000 ems, 87 cents.
12. Hebrew, if without points, per 1,000 ems, 72 cents.
13. Hebrew, with vowel points on separate body, each to be cast up according to the body when made up, per 1,000 ems, 97 cents.
14. Hebrew, kernered, with vowel points, per 1,000 ems, \$1.52.
15. Hebrew, kernered, with vowel points and accents, per 1,000 ems, \$1.87.
16. Matter leaded with a lead thinner than a six-to-pica shall be paid for as solid.
17. All cuts coming within the measure, and within the control of the office at the time copy is given out shall be given to the compositor.
18. Cuts coming within the measure, inserted in type smaller than the text or ordinary type shall be measured as the smaller type.
19. Law cases, leaded, 44 cents.
20. Law cases, solid, 47 cents.
21. One hundred ems shall be charged for make-evens on takes of less than 500 ems.
22. Matter less than 25 ems (pica) in width, when leaded with pieced leads, shall be measured as solid.
23. Tables spaced with quad lines to be measured as solid.
24. Type larger than pica to be counted as pica.
25. Pearl and diamond, 5 cents extra per 1,000 ems.
26. Type set by piece shall be measured on galley as set and proved after correction from first reading.
27. All work to be either time or all piece, exclusive of algebra and matter with a profusion of signs and formulas or algebraic fractions, which shall be done on time.
28. In all cases where matter is not measured and paid for by measurement on the galley, the tail-pieces and other blanks belong to the compositors.
29. In book rooms, the establishment shall have full titles and dedications; but in no case shall piece paying establishments claim half titles or any other prefixed matter or cull the phat portion of any work.
30. Piece hands shall receive at least four and a half hours' work setting type, exclusive of distribution, any day they are required to be in the office, or be paid waiting time at the regular scale if not provided with time work in lieu of composition.
31. Each size type used in a work to be measured and charged according to its own body and price. Where interlineations occur in matter an extra line shall be paid for each when set in smaller type than the body of the matter.
32. All blanks in matter in which different kinds of type are intermingled shall be reckoned as the type in which they occur.
33. All works containing manuscript and reprint shall be charged as manuscript and reprint accordingly, but mixed takes shall count as manuscript.

34. By reprint is meant printed copy, substantially free from alterations or interlineations, save remodeling or punctuation or orthography, which shall be done, if at all, before it is given out to the compositor.

35. Typewritten copy shall be classed as manuscript.

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#### TIME CHARGES.

73. Time work per scale on page 6.

74. Members employed by the week shall receive not less than scale prices per week, not more than 54 hours to be considered a week's work.

75. Men taken from piece work for time work, or time hands, shall not charge less than  $\frac{1}{8}$ ,  $\frac{1}{4}$ ,  $\frac{3}{8}$  or full hour.

76. The office must make its corrections according to copy on one proof, but the compositor must make these corrections on further proofs if they are rendered necessary through his neglect. Author's proofs and alterations from copy shall be paid for at the regular time charges.

77. When a compositor working by the piece is required to turn for sorts, or to take out bad letters and replace them, in consequence of faults in the casting, miscasts, or worn-out fonts, he shall be paid at the regular time charge.

78. When a compositor working by the piece receives copy of contents, indices, or any other copy where more than the usual quantity of capitals, figures, periods and italics are used, the establishment shall furnish the compositor with the necessary sorts.

79. When a compositor working by the piece is required to make up furniture for letter press, stereotype or electrotpe forms, he shall be paid for such work at the regular time charge.

80. Make-up shall be time work.

81. When compositors working by the piece are required to cut leads, rules, etc., or otherwise prepare material for use in composition, they shall charge for such time consumed. When matter set in a foreign language is distributed by piece hands for English composition, such distribution shall be paid for on time.

82. Compositors shall receive a full day's pay when called in to work on extra jobs, unless they are employed for a full day immediately following their engagement, in which case they shall only be paid the actual time worked. This shall not apply to men discharged for incompetency after two hours' trial.

83. Diagrams in circles shall be set on time.

84. Time occupied by alterations from copy, by casing or distributing letters not used by the compositor, etc., to be paid for at the scale rate for time hands.

85. In compliance with the State law, if a man works any part of a day on State, county or municipal work, such part of a day's work shall be paid for on an eight hour basis.

#### STARTING AND FINISHING WORKING HOURS.

86. Fifty-four hours constitute a week's work. During the months of June, July and August the regular time on Saturday must end by 1 P. M.; time thus lost to be made up according to the Syracuse agreement. Lost



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time due to habitual tardiness in arrival or absence during the day must be made up at day rates when required, between the hours of 7 A. M. and 6 P. M. (Saturdays excepted), within the fiscal week.

87. When time clocks are used in an office sufficient time shall be allowed to "ring up," such time to be mutually agreed to between the office and the men.

#### ALTERATIONS.

88. Alterations from copy, as enumerated below, shall be "rung" by the proofreader and corrected by the office.

89. A change in the spelling of proper names, words from foreign languages, etc.

90. A change from the copy not provided for by any style of the office, nor by instructions given to the compositor when the copy is given out.

91. A change in the spelling or division of words not in accordance with the dictionary given by the office as a guide, and not provided for as above.

#### OVERTIME.

92. *Overtime Based on Minimum Scale.*—All rates stipulated in the scale of prices are based on the minimum rate of wages, and members receiving in excess of the wages provided in the scale cannot refuse to work for scale rates when required to work overtime.

93. When piece compositors work beyond regular hours, they shall be paid at the scale rate for overtime of piece hands (see table on page 6) in addition to the matter set up; such extra time to be between the hours of 6 P. M. and 7 A. M., except as provided in paragraph 86.

94. When overtime is done, if work continues two or more hours one-half hour shall be allowed for meals and paid to both time and piece hands. Piece hands to receive the sum of twenty-nine cents. This shall not apply to Saturday half-holidays.

95. When day hands are kept continuously employed till after 12 midnight, one-half hour shall be allowed for lunch; piece hands shall be allowed twenty-nine cents.

96. All work performed after 5:30 P. M. on Saturday is overtime.

97. Piece hands detained after the regular hours of composition shall be paid for any standing time at the scale rate for time hands' overtime.

#### LEGAL HOLIDAYS.

98. All legal holidays shall be paid double price, except the Saturday half-holiday, which shall be paid price and a half during the months of June, July and August. During the remaining nine months the fifty-four hours may be so distributed as to run on Saturday not later than 5:30 P. M. The following are the recognized legal holidays: January 1, February 12, February 22, May 30, July 4, Labor Day, Election Day, Thanksgiving and Christmas.

#### SUNDAYS.

99. When men are required to work on Sunday they shall receive double price and shall be employed for not less than one-half day; when required on legal holidays they shall receive double price and be employed for a full day.

100. If required to work after 12 o'clock midnight Saturday until midnight Sunday the following prices shall be paid.

*Time Hands.*—From 12 o'clock midnight Saturday to 7 A. M. Sunday, and from 6 P. M. Sunday to 12 o'clock midnight Sunday, triple time per scale, and from 7 A. M. Sunday to 6 P. M., double time per scale.

*Piece Hands.*—From 12 o'clock midnight Saturday to 7 A. M. Sunday and from 6 P. M. Sunday till midnight, double time in addition to matter set; and during Sunday, from 7 A. M. till 6 P. M., double matter set.

#### SATURDAY HALF-HOLIDAY.

101. When members are employed for less than a full week they shall be paid single price for the regular working hours agreed upon by the office for making up for the Saturday half-holiday.

102. All piece compositors working on Saturday half-holidays shall be paid at the scale rate of overtime for piece compositors (see table on page 6).

103. During the half-holiday season of June, July and August, the regular time on Saturday in offices making up for Saturday half-holiday must end by 1 P. M.

#### JOB WORK.

104. All men employed by the week shall be paid not less than the scale for time hands on page 6 [261].

#### MACHINE SCALE.

##### BOOK WORK AND WEEKLY PAPERS.

105. Under this heading is included the production of all kinds of type-setting or type-casting machines.

106. All jobs set partly or wholly by machine shall be considered machine jobs, and machine jobs must be all time work, excepting as set forth in paragraph 111. Machine jobs shall be paid for at the scale rate. The hours to be between 7 A. M. and 6 P. M., except as heretofore provided for Saturdays.

107. Compositors employed on type-setting machines on weekly newspapers, periodicals, books, pamphlet work or such work as is done in job or book offices, shall receive not less than machine operators' scale per week of 54 hours. The hours to be between 7 A. M. and 6 P. M.

108. Distributors on machines, unless journeymen or apprentices in the last year of their apprenticeship, shall not be allowed to distribute headlines, etc., neither shall they be allowed to practice on the keyboard or any part of the type-setting machine, correct proofs or lift matter from forms.

109. Overtime, which shall apply to work done before as well as work done after the hours specified, shall be charged at the scale rate.

110. Compositors taken from the case to learn to operate machines shall be paid at the rate of \$15 for the first four weeks, \$18 for the next four weeks, and thereafter the full scale. No obstruction or restriction whatever shall be placed upon or stand in the way of learners.

111. In offices where the number of piece compositors exceed the number of working machines in the ratio of 3 to 1, or more, jobs may be set partly on the machines and partly by piece-hand composition, provided (1) that the

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copy be run without discrimination, with no culling of phat for the machines; (2) that the piece compositors be given at least forty hours composition during the week of fifty-four hours, or time work at the scale rate per hour in lieu thereof; (3) that all time work on job (except as above mentioned) shall be paid for at the scale rate for time hands.

112. Operators shall receive full day's pay when called in to work on extra jobs, unless they are employed for a full day immediately following their engagement, in which case they shall only be paid actual time worked. This shall not apply to men discharged for incompetency after two hours' trial.

113. When an office introduces machines it shall select its operators from members who have been employed in composing-room for a period of at least three months. When the machines have been covered by one set of learners for the time specified in this scale, the office shall be free to select its operators from outside; provided that offices introducing machines to the number of two or more shall be entitled to engage one experienced operator from the outside.

114. A machine operator shall not act as machinist and operator on any plant equipped with more than three machines.

115. Machinists may cast slugs and dashes.

116. The scale for night forces in book and job offices shall be \$27 per week, 8 hours per night, 6 nights to constitute a week's work, the hours to be between 6 P. M. and 5 A. M., provided that if a third shift be put on the hours for the third shift shall be from 3 A. M. to 10 A. M., 6 nights a week, \$30. Twenty minutes to be allowed for lunch to men employed during the hours above specified.

117. Extras (meaning operators employed for less than a week) shall be entitled to 60 cents per day extra. This does not apply to operators holding regular situations in the office.

118. *Broken Weeks for Regulars.*—An operator in a book office, holding a regular situation, when laid off part of a week for lack of copy shall not be considered an extra, the extra being distinctively an operator not holding a regular situation.

119. When operators have been employed for a full week, even though the week covered portions of two fiscal weeks, they are not to be considered as extras.

#### MACHINE-TENDERS.

120. A Machine-Tender shall have charge of all repairs on type-setting machines.

121. A helper shall do necessary cleaning on type-setting machines, but shall not handle tools, make repairs or adjustments.

122. All book and job machine offices shall be entitled to one Helper and one Apprentice to each Machine-Tender. Boys or men employed as attendants on Lanston casting machines shall be classed as laborers and are not to be confused with Machine-Tenders, Apprentices or Helpers.

123. Helpers and Apprentices shall be under the direct supervision of the Machine-Tender, who shall instruct the Apprentices in all branches pertaining to the type-setting machines in their respective places of employment, and shall work during the same shifts as the Machine-Tender under

whose supervision they are employed; where no Helper is employed the Apprentice shall do all necessary cleaning. No Helper or Apprentice will be permitted to take charge of any plant or repairs.

124. The term of Apprenticeship shall be at least four years.

125. The scale for Machine-Tenders shall be:

For 1 or 2 Machines.....	\$21 00 per week
For 3 or 4 Machines.....	23 00 per week
For 5 to 8 Machines.....	26 50 per week
For 9 to 12 Machines.....	29 50 per week
For 13 or more Machines.....	31 50 per week

126. Machine-Tenders working at night shall receive \$5 per week in addition to the above scale.

127. The regular working time of the Machine-Tender shall be six days or nights of as many, and the same hours per day and week as the time of the regular operators on the machines in the same office as employed in; all time worked over and above this, except Sundays and holidays, shall be considered as overtime and shall be paid for at the rate of time and one-half on the above scale; Sundays and legal holidays to be paid for at the rate of double time; Saturday half-holiday to be time and one-half; provided, however, that this shall not affect newspaper offices running regularly seven days a week.

128. The scale for Apprentice Machine-Tenders shall be:

No. of Machines.	1st Year.	2d Year.	3d Year.	4th Year.
1 to 5.....	\$9 00	\$10 00	\$12 00	\$13 50
6 to 15.....	10 00	12 00	13 50	15 00
15 or over.....	12 00	13 50	15 00	18 00

#### APPRENTICES.

129. The term of an apprentice shall be five years. During such time he may be assigned to do any work connected with the branch of the trade he is learning which his employer or foreman may deem proper, except as hereinbefore provided.

130. One apprentice shall be allowed to any office employing up to eight men. All offices having an excess over eight shall be entitled to one for every eight or major fraction thereof; not to include copyholders or errand-boys; such copyholders or boys to be allowed to sort and put away leads, furniture, cuts and plates, to set pi, to handle and prove galleys; but not to set, make up or distribute type, nor break up forms, nor act as bankmen; nor shall copyholders or apprentices be allowed to read or revise proof. Provided, however, that no office shall be allowed more than seven apprentices.

131. Apprentices in the last year of their term shall receive not less than two-thirds of the regular scale.

132. All boys in an office, other than copyholders and errand-boys, shall be recognized as apprentices, and all apprentices shall be registered in a record book kept for that purpose, and be granted an apprentice's certificate, endorsed for each year of service.

133. Apprentices in their fifth year may revise proofs if so required, but shall not be allowed to do first reading.

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134. All registered apprentices shall be between the ages of 14 and 20 years, and fifth year apprentices between the ages of 20 and 24 years, unless otherwise mutually agreed upon by the Joint Conference Committee.

(b) Hebrew American Typographical Union No. 83.

[Scale of prices adopted Feb. 24, 1905, accompanying a form of agreement.]

#### JOB OFFICES.

1. Job compositors shall receive not less than \$18.00 per week of 46 hours, eight hours daily for five consecutive days and six hours for the sixth day of the week.

2. Overtime shall be paid as follows: Till 12 P. M. 60 cents an hour, and after 12 P. M. 75 cents per hour.

3. The work-day in job offices shall begin from between 7 and 8 A. M. and end between 4 and 5 P. M. All time before and after shall be considered as overtime.

4. No deduction shall be made from the pay of the men in a job office who are compelled by the office to observe religious holidays.

5. When an extra man is called in to work in a job office he shall receive not less than a full day's pay.

#### MACHINE OFFICES.

##### *Operators.*

1. Operators of type-setting machines shall receive not less than \$18.00 per week. Four hours per day (on day-work) and six days shall constitute a full week's work.

2. All work done by an operator in excess of 4 hours per day (on day-work) shall be considered as overtime and charged at the rate of \$1.00 per hour.

3. The working time on machines (for day-work) shall begin from between 7 and 8 A. M. and end between 7 and 8 P. M.

4. The working time for night-work on machines shall begin after 7 P. M. Three hours work shall constitute as a full day.

5. When for any reason at the regular time of beginning work the machines are not ready for the operators, or there is any delay in starting them, the ensuing loss of time shall be sustained by the office.

##### *Floormen.*

1. All floormen in machine offices shall receive not less than \$22.00 per week of 46 hours. Eight hours daily for five consecutive days, and six hours for the sixth day of the week shall constitute a full week's work.

2. The working day for day-work for floormen shall begin from between 7 and 8 A. M. and end between 4 and 5 P. M.

3. Six hours work after 7 P. M. (night-work) shall constitute a full day's work.

4. All work in excess of eight hours (for day-work) and six hours (for night-work) shall be considered as overtime and paid at the rate of 80 cents per hour.

5. A daily paper shall employ not less than two floormen.

##### *Learners on Type-Setting Machines.*

1. A learner shall receive not less than \$10.00 per week of six days. Four hours shall constitute a full day's work.

2. When there is a vacancy on a type-setting machine a learner shall be put in in accordance with the rules of the union.

3. When a learner sets on the machine not less than 9,000 ems in four hours he shall be considered as a competent operator. The time for learning shall not exceed two months.

*Extra Man.*

When an extra man is called in to work either at the machine or on the floor he shall receive not less than a full day's pay.

*Religious Holidays.*

No deduction shall be made from the pay of the men employed in a machine office who are compelled by the office to observe religious holidays.

*Sanitary Regulations.*

When metal for linotype machines is melted in the composing room, it must be done after the working hours.

*Plates.*

Newspapers shall not use any composition, stereotype, plates or electrotypes of reading matter or advertisements which have been taken from another newspaper.

(c) Brooklyn Eagle Agreement with Union No. 6.

[Signed April 17, 1905. For additional particulars, see Department of Labor Bulletin, December, 1905.]

That the business methods of the composing room shall remain the same as at present and that the rules that govern newspaper offices in the Union shall not be enforced except as specified below.

That the *Eagle* management has no objection to the employees of the *Eagle* composing room becoming members of Typographical Union No. 6. The action of the employees shall be voluntary.

That all the employees who are competent to earn the scale shall be paid the present rate as demanded by the Typographical Union rules, except such old employees who have been in the employ of the *Eagle* upward of fifteen years. Such other who are not fully competent shall be exchanged for first-class compositors.

That the number of boys and laborers shall remain the same as at present and perform such duties as the foreman directs.

That an effort will be made to place the proof room as nearly in line as possible with the requirements of the Typographical Union.

This agreement to run until May 1, 1906, unless otherwise mutually agreed.

COMPOSITORS, ONEIDA.

[Terminating dispute of Oct. 24-Nov. 5, 1904, described in Table I, page 36.]

WAGE SCALE, ONEIDA TYPOGRAPHICAL UNION No. 336.

1. Compositors employed on semi-weekly or weekly newspapers by piece work, shall receive not less than 27½ cents per 1,000 ems for common matter.

2. Tabular work, etc., containing four columns, either by figures or words, or figures and words, with or without rules, shall be paid for as double

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matter. Three column tables, with or without rules, shall be paid for as price and a half matter.

3. Work on time, making only fractional parts of a day, to be not less than 21 cents per hour.

4. In offices where both piece and week hands are employed the "phat" and "lean" copy is to be equally distributed among them.

5. When intricate work, etc., occurs which newspaper scale cannot reach, the price is to be agreed upon between the employer and employed.

6. For all job composition done by the piece in job offices, the compositor shall receive not less than 27½ cents per 1,000 ems for common matter.

7. Compositors employed by the week not to receive less than \$11 per week of 54 hours.

8. Machine operators employed by the week not to receive less than \$11 per week of 51 hours, which shall include time caring for machine.

9. Overtime, nights and Sundays, shall be charged at 28 cents an hour, price and a half.

10. Time occupied by alterations from copy, taking out bad letters and replacing them in consequence of defective type, or by distributing letters not used by the compositor, shall be paid for at the rate of 21 cents an hour.

11. Work done in pica or large type, shall count as pica.

12. No alterations or amendments shall be made to this scale of wages without the concurrence of three-quarters of the members present at a regular meeting, and the proposed amendments or alterations, which must be in writing, shall be read by the president, at least one regular meeting before final action.

13. This wage scale to take effect November 1, 1904, and expire December 31, 1905.

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#### COMPOSITORS, TROY.

*This agreement made and entered into this ..... day of May, 1905, by and between the ..... through its authorized representatives, the party of the first part, and the subordinate Union of the International Typographical Union of the City of Troy, N. Y., known as Typographical Union No. 52, by its committee duly authorized to act in its behalf, party of the second part.*

Witnesseth, That from and after May 20, 1905, and for a term of three years ending May 19, 1908, and for such a reasonable time thereafter (not exceeding thirty days) as may be required for the negotiations of a new agreement, the ..... office represented by the said party of the first part binds itself to the employment in the composing room, and the departments thereof, of mechanics and workmen who are members of Typographical Union No. 52, and agree to respect and observe the conditions imposed by the constitution, by-laws and scale of prices of the aforesaid organization, copies of which are hereto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part, provided, however, that such changes do not in any way conflict with the terms of the scale and rules set forth in this contract.

It is further agreed that the scale of prices attached to this contract shall continue in operation without change, during the life of this contract, except as appears in said attached scale or as may be mutually agreed between the parties hereto.

A standing committee of one representative of the party of the first part, and a like committee of one representative of the party of the second part, shall be selected. The committee representing the party of the second part shall be selected by the Union, and in case of a vacancy, absence or refusal to act of either of such representatives, another shall be appointed in his place. To this committee shall be referred all questions which may arise as to the scale of prices hereto attached, or alleged violations thereof, or the construction of any of the articles of this agreement or of any of the rules of the Typographical Union, which cannot be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it must refer the matter to the President of the International Typographical Union, or his representative, and a representative of ..... These two in case they fail to agree shall select a third member, who, with them, shall constitute a board of arbitration and the decision of this board shall be final and binding upon both parties.

It is agreed by the said party of the second part that for and in consideration of the covenants entered into and agreed to by the said party of the first part, the party of the second part shall at all times during the life of this agreement truly and faithfully discharge the obligations imposed upon it by furnishing men capable of performing the work required in the mechanical departments of the party of the first part over which party of the second part has jurisdiction.

It is agreed that both the language and the spirit of this contract between ..... party of the first part, and the organization known as Typographical Union No. 52, being a trades union chartered by and under the jurisdiction of the International Typographical Union, an organization having its headquarters at Indianapolis, Indiana, by its committee duly authorized to act in its behalf, party of the second part, make it imperatively obligatory on both parties, whenever any difference of opinion as to the rights of the parties under the contract shall arise or whenever any dispute as to the construction of this contract or any of its provisions takes place, at once to appeal to the duly authorized authority under the contract, viz., the joint standing committee, to the end that fruitless controversy may be avoided, and good feeling and harmonious relations may be maintained and the regular and orderly prosecution of the business in which the parties have a community of interest be insured beyond the possibility of interruption.

It is further stipulated and agreed that the party of the first part shall not enter, now nor during the life of this contract, into any association or combination hostile to the printing trades unions. nor shall it at any



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time render assistance to such hostile combinations or associations or any act calculated to injure the printing trades unions.

And the party of the second part hereby agrees to enter into no combination or association with intent or purpose of injuring ..... or ..... property, and shall do all in its power to prevent any hostile act with similar intent.

This contract shall be inoperative in case of trouble with an allied printing craft, provided such trouble cannot first be settled by arbitration, such arbitration to be in accordance with the provisions of this contract.

In Witness Whereof, We have hereunto set our hands and seals this ..... day of ..... 190...

.....[L. S.]

.....[L. S.]

The foregoing contract is entered into by and with the consent of the International Typographical Union, an organization to which the party of the first part concedes jurisdiction and control over trades organizations in all mechanical departments of the party of the first part, with the exception of the pressroom and bindery, and the International Typographical Union, through its authorized representative, hereby agrees to protect the party of the first part in case of violation of the agreement by the party of the second part under the jurisdiction of said International Union.

In Witness Whereof, I have hereunto set my hand and affixed my seal this ..... day of ..... 190...

.....  
*President International Typographical Union.*

**BOOK AND JOB SCALE OF PRICES IN EFFECT FOR THREE YEARS FROM MAY 20, 1905.**

Seventeen dollars per week, nine hours constituting a day's work from May 20, 1905, to December 31, 1905; seventeen dollars per week, eight hours constituting a day's work from January 1, 1906, to May 20, 1907; eighteen dollars per week and eight hours per day from May 20, 1907.

Compositors employed on machines on book and job work shall receive not less than twenty dollars per week, day work, and twenty-three dollars per week, night work. Where a compositor is employed part of a day at hand composition and part on machine, the machine scale of wages to govern.

Day work shall be work done between 7 A. M. and 6 P. M.

Night work shall be work done between 6 P. M. and 6 A. M.

Overtime, both hand and machine work, whether before or after regular hours, and work done on Sundays and the following holidays, viz.: New Years, Fourth of July, Labor Day, Thanksgiving and Christmas shall be paid for at the rate of time and one-half.

Nothing in this scale shall be construed as affecting those who are receiving more than the above scale.

It is mutually agreed between the party of the first part and the party of the second part that no lower scale of wages nor greater number of hours per day shall be maintained in the cities of the same size, or larger, competing with Troy for local business, except in cities where existing contracts make this agreement impossible; moreover, it is mutually agreed

that no lower scale of wages nor greater number of hours per day shall be maintained within a radius of twenty-miles, unless local conditions make it necessary.

#### PHOTO-ENGRAVERS, NEW YORK CITY.

NEW YORK, N. Y., ..... 1905.

It is hereby agreed between ..... and N. Y. Photo-Engravers' Union No. 1, I. P. E. U., that on and after May 6, 1905, the hours of labor for members of this Union shall be as follows:

The hours of work for the first five (5) days in the week shall be nine (9) hours, between the hours of eight (8) A. M. and six (6) P. M., with one-half hour for lunch between twelve (12) M. and one (1) P. M.

The hours of work for night forces for the first five (5) nights in the week shall be nine (9) hours, between the hours of five (5) P. M. and three (3) A. M., with one-half hour for lunch.

On Saturday the hours of work for day forces shall be four (4) hours between eight (8) A. M. and twelve (12) M. For night forces it shall be four (4) hours between twelve (12) M. and seven (7) P. M. ....

All time worked in excess of the hours specified above shall be paid at the rate of price and one-half except in the following instances:

All overtime worked by day forces after midnight shall be double price. All time worked by night forces after nine (9) A. M. shall be double price. Sundays and holidays shall be paid for at double price rates except in the case of holidays where a mutually satisfactory arrangement has been agreed to between the employer and the chapel.

All other arrangements now in existence between ..... and N. Y. Photo-Engravers' Union No. 1, I. P. E. U., shall remain in force. These will include wage scales, apprentice ratio and shop customs.

#### PRESSMEN.

##### (1) Arbitration Agreement between the United Typothetae of America and the International Printing Pressmen and Assistants' Union of North America.

*This agreement, made and entered into this ..... day of ....., 1902, by and between the United Typothetae of America and the International Printing Pressmen and Assistants' Union, for the purpose of establishing between the employing printers of the United States and their pressmen and feeders, uniform shop practices and fair scales of wages, settlement of all questions arising between them, and the abolition of strikes, sympathetic or otherwise, lockouts and boycotts. Witnesseth.*

That any question arising between a local Typotheta or affiliated association of employers and their pressmen or feeders in regard to wages or shop practices shall be referred to the local conference committee, made up equally of representatives from the local Typotheta and of the local union. Should this committee be unable to agree, or should one of the parties consider itself aggrieved by said committee's findings, either party to the conference may refer the question at issue to the National Conference Committee, which National Conference Committee shall act as hereinafter set forth.

Both locals and national conference committees in settling questions of shop practice shall aim at the establishment of uniform shop practice through-

out the United States and Canada. Unless special contracts to the contrary exist, any finding of the National Committee in regard to shop practice shall be binding upon local organizations.

A ruling upon a question of shop practice shall be made within three months after the presentation of such question to the conference committee of either side, and such ruling, when once established by said committee, shall not be reconsidered within two years.

Any change in the scale of wages shall be settled by conference or arbitration within four months after the first request for consideration, but shall not go into effect until one year after the first request for consideration, and no scale of wages shall be changed oftener than once in three years, provided, however, that all such scale of wages shall terminate with the expiration of this contract unless specifically agreed to the contrary.

All present contracts between the local Typothetæ or affiliated organizations of employers and their pressmen and feeders shall continue in force until their natural expiration.

A contract accepting a particular scale of wages does not include the acceptance of any rules in the union in regard to shop practice not specially mentioned in said contract.

The International Printing Pressmen and Assistants' Union shall not engage in any strike, sympathetic or otherwise, or boycott, unless the employer fails to live up to this contract, it being understood that the employer fulfills all the terms of this contract by paying the scale of wages and living up to the shop practices as settled by the committees, regardless of his employers' union affiliations; no employer shall engage in any lockout unless the union or members thereof fail to live up to this contract, the conference or arbitration committee to be the final judge of what constitutes a failure to live up to this contract.

Pending investigation or arbitration the men shall remain at work. The conference committee shall fix the time when any decision shall take effect, except the question of wages, which is heretofore provided for.

In the event of either party to the dispute refusing to accept and comply with the decision of the National Board of Arbitration, all aid and support to the firm or employer or local union so refusing acceptance and compliance shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publically disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that effect.

In the event of a strike in a non-Typothetæ office, if it is proven to the local conference committee that such office is not complying with the shop rules and practices and scale of wages in accordance with the terms of this contract, no assistance shall be given to such office by Typothetæ members.

This agreement shall continue in full force and effect until May 1, 1907. It is expressly agreed that during the life of this contract fifty-four hours shall constitute a week's work. Notice of any desired changes in the contract must be given by either party to the contract at least three months prior to the expiration thereof.

#### MANNER OF ARBITRATION.

Each party to this contract shall appoint two of its members, who shall be known as its members of the National Board of Conference and Arbitra-

tion. These members may be changed at the will of the respective parties, except during the negotiation of any particular question, during which time the membership of such board shall continue the same. In case of death of any member of such board during the consideration of a question, the place of such deceased member shall be filled by his party, and the entire proceeding shall thereupon begin again.

This board shall meet upon a request of the president or presiding officer of either party at some point to be mutually agreed upon within one month of such request, and shall take such evidence as it may consider bears upon the subject in hand. A majority of votes cast upon any question shall be binding upon both parties to this agreement. Should the vote upon any question result in a tie, this board shall select a fifth person to act as arbitrator, who shall for this particular question act as a member of such board, and the decision of such constituted board shall be binding upon the parties thereto.

The expenses of the members of the conference committee shall be borne by their respective parties. The common expenses of a conference shall be equally divided between the two parties.

UNITED TYPOTHETÆ OF AMERICA,

By EDMUND STERN, *President.*

EDWIN FREEGARD, *Secretary.*

INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION,

By MARTIN P. HIGGINS, *President.*

W. J. WEBB, *Secretary.*

This agreement shall be submitted for ratification at the next annual convention of the United Typothetæ of America, to be held at Pittsburg from the 8th to the 11th of September, 1902, and immediately thereafter to a referendum of the membership of the International Printing Pressmen and Assistants' Union. If formally ratified as a whole by both bodies, it shall thereupon be duly executed by their proper officers.

Said agreement has been carefully considered by the undersigned members of a committee representing the United Typothetæ of America and of a committee representing the International Printing Pressmen and Assistants' Union, and is by them unanimously recommended to their respective associations for adoption.

WILLIAM GREEN,

GEO. H. ELLIS,

THOMAS E. DONNELLY,

*Committee of United Typothetæ of America.*

MARTIN P. HIGGINS,

WILLIAM J. WEBB,

BENJAMIN THOMPSON,

*Committee of I. P. P. and A. U.*

(2) **Arbitration Agreement between the American Newspaper Publishers Association and the International Printing Pressmen and Assistants' Union.**

SECTION 1. On and after May 1, 1902, and until May 1, 1907, any publisher who is a member of the American Newspaper Publishers' Association employing union labor in the pressroom of his office, under an existing contract, either

written or verbal, with a local pressmen's union chartered by the International Printing Pressmen and Assistants' Union, shall be protected under such contract by the International Printing Pressmen and Assistants Union against walk-outs, strikes, boycotts or other form of concerted interference with the peaceful operation of labor in his pressrooms so contracted for by said local pressmen's union. Likewise in case of the termination of said contracts, labor in said pressrooms shall be continued by said union, and if differences arise in the framing of a new contract as to wages, hours, etc., they shall be settled first by conciliation, if possible, and if not, then by arbitration as provided in this agreement.

Provided, the said publisher shall enter into an agreement with the International Printing Pressmen and Assistants' Union to arbitrate all differences that may arise between the said publisher and the members of the pressmen's union in his employment, in case said differences cannot first be settled by conciliation and mutual agreement.

SECTION 2. If conciliation between the publisher and the local union fails, then provision must be made for local arbitration. If local arbitration or arbitrators cannot be agreed upon, all differences shall be referred, upon application of either party, to the International Board of Arbitration. In case a local board of arbitration is formed, and a decision rendered which is unsatisfactory to either side, then an appeal may be taken to the International Board of Arbitration by the dissatisfied party.

SECTION 3. If in any case of appeal from a local board of Arbitration the International Board of Arbitration shall not take evidence, except by a majority vote of the board, but the appellant and the appellee may be required to submit records and briefs and to make oral or written arguments (at the option of the board) in support of their respective contentions. The parties to the controversy may submit an agreed statement of facts, or a transcript of testimony, properly certified to before a notary public, by the stenographer taking the original evidence or depositions.

SECTION 4. Pending decisions under such appeal, work shall be continued in the pressroom of the publisher, party to the case, and the award of the International Board of Arbitration shall in all cases include a determination of the issues involved covering the period between the raising of the issues and the final settlement; and any changes in the wage scale of employees may, at the discretion of the board, be made effective from the date the issues were first made.

SECTION 5. If in case any number of newspaper publishers of any city forming a local publishers' association enter into contract, verbal or written, with the pressmen's union of said city under the jurisdiction of the International Printing Pressmen and Assistants' Union, then and in that case such association shall enjoy all the rights and be subjected to all the obligations hereby applying to any individual publisher as noted above.

SECTION 6. Employers whose pressrooms are operated by members of the pressmen's union under the jurisdiction of the International Printing Pressmen and Assistants' Union, and in which pressrooms disputes or differences arise which cannot be settled locally, shall have the right to demand the services of the International Board of Arbitration.

SECTION 7. In like manner local unions of the International Printing Pressmen and Assistants' Union becoming involved in disputes with a pub-

lisher concerning the operating of the pressrooms heretofore described, and which cannot be settled locally, shall have the right to demand the services of the International Board of Arbitration.

SECTION 8. The words "union pressrooms" as herein employed shall be construed to refer only to such pressrooms as are operated wholly by union employees, in which union rules prevail and in which the union has been formally recognized by the employer.

SECTION 9. It is understood that this agreement shall apply to individual members of the American Newspaper Publishers' Association or publishers connected with its labor bureau, or local associations of publishers accepting it and the rules drafted hereunder, at least thirty days before a dispute shall arise.

SECTION 10. The International Board of Arbitration shall consist of the President of the International Printing Pressmen and Assistants' Union and the Commissioner of the American Newspaper Publishers' Association, or their proxies, and in the event of failure to reach an agreement, these two shall elect a third member in each dispute, the member so selected to act as chairman of the board. The finding of a majority of the board shall be final and shall be accepted as such by the parties to the dispute under consideration.

SECTION 11. In the event of either party to the dispute refusing to accept and comply with the decision of the International Board of Arbitration, all aid and support to the firm or employer or local union refusing acceptance and compliance shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publicly disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that effect.

SECTION 12. The said International Board of Arbitration must act when its services are desired by either party to a dispute as above, and shall proceed with all possible dispatch in rendering such service.

SECTION 13. All the expenses attendant upon the settlement of any dispute, except the personal expenses of the President of the International Printing Pressmen and Assistants' Union and of the Commissioner of the American Newspaper Publishers' Association, shall be borne equally by the parties to the dispute.

SECTION 14. The conditions obtaining before the initiation of the dispute shall remain in effect pending the finding of the local International Board of Arbitration.

SECTION 15. The following rules shall govern the International Board of Arbitration in adjusting differences between parties to this agreement:

1. It may demand duplicate typewritten statements of grievances.
2. It may examine all parties involved in any differences referred to it for adjudication.
3. It may employ such stenographers, etc., as may be necessary to facilitate business.
4. It may require affidavit on all disputed points.
5. It shall have free access to all books and records bearing on points at issue.
6. Equal opportunity shall be allowed for presentation of evidence and argument.

7. Investigations shall be conducted in the presence of representatives of both parties.

8. The deliberations of the board shall be conducted in executive session, and the findings, whether unanimous or not, shall be signed by all members of the board in each instance.

9. In the event of either party to the dispute refusing or failing to appear or present its case after due notice, it may be adjudged in default and findings rendered against such party.

10. All evidence communicated to the board in conference shall be preserved inviolate and no record of such evidence shall be kept.

SECTION 16. The form of contract to be entered into by the publishers and the International Printing Pressmen and Assistants' Union shall be as follows:

#### FORM OF CONTRACT.

It is agreed between . . . . ., publisher—or proprietor—of the . . . . ., of . . . . ., by . . . . . duly authorized to act in its behalf, party of the first part, and the International Printing Pressmen and Assistants' Union, party of the second part, by its President duly authorized to act in its behalf and also in behalf of the . . . . . Pressmen's Union No. . . . ., of . . . . ., as follows:

That any and all disputes or differences that may arise between . . . . ., publisher—or proprietor—and Pressmen's Union No. . . . . or any member thereof, employed in the pressroom department of the . . . . ., shall first be settled by conciliation between the publisher and the authorities of the local union, if possible. If not, the matter shall be referred to arbitration, each party to the controversy to select one arbitrator, and the two thus chosen to select a third, the decision of a majority of such board of arbitration to be final and binding upon both parties, except as hereinafter provided for.

If local arbitration or arbitrators cannot be agreed upon, all differences shall be referred upon application of either party to the International Board of Arbitration, consisting of the President of the International Printing Pressmen and Assistants' Union and the Commissioner of the American Newspaper Publishers' Association, or their proxies, and if the board thus constituted cannot agree, it is hereby authorized to select an additional member, and a decision of the majority of this board thus constituted shall be final and binding upon both parties.

Pending arbitration and decision thereunder, work shall be continued as usual in the pressroom of the publisher, party to this agreement, and the award of the arbitrators shall in all cases include a determination of the issues involved covering the period between the raising of the issues and the final settlement, and any change or changes in the wage scale of the employees, or other ruling, may, at the discretion of the arbitrators, be made effective from the date the issues were first made.

In case a local board of arbitration is formed and a decision rendered which is unsatisfactory to either side, then an appeal may be taken to the above described International Board of Arbitration by the dissatisfied party. Pending decision under such appeal from a local board of arbitration work shall be continued as usual in the pressroom of the publisher, party to the case, and the award of the International Board of Arbitration shall in all cases include a determination of the issues involved covering the period between

the raising of the issues and their final settlement, and any change or changes in the wage scale of the employees may, at the discretion of the board be made effective from the date the issues were first made.

In consideration of the agreement by the said publisher—or proprietor—to arbitrate all differences arising either under existing verbal or written contracts or during the period intervening between the termination of the latter and the execution of new contracts with the Pressmen's Union No. ...., of ..... the International Printing Pressmen and Assistants' Union hereby agrees to underwrite the said existing contract and guarantees its fulfillment, together with the peaceful adjustment, on terms above stated, of all difficulties otherwise arising on the part of the said Pressmen's Union No. .... of .....

It is expressly understood and agreed that sections numbered from one to seventeen, inclusive, of the agreement between the American Newspaper Publishers' Association and the International Printing Pressmen and Assistants' Union, hereunto attached, shall be considered an integral part of this contract and shall have the same force and effect as though set forth in the contract itself.

This contract shall be in full force and effect from ..... day of ....., 1902, to ..... 190., unless terminated sooner by mutual consent, and thereafter upon ninety days' written notice from either party to this agreement.

In witness whereof the undersigned, publisher—or proprietor—of the said newspaper, and the President of the International Printing Pressmen and Assistants' Union have hereunto affixed their respective signatures this ..... day of ..... 1902.

SECTION 17. This covenant between the International Printing Pressmen and Assistants' Union and the American Newspaper Publishers' Association shall remain in effect from the first day of May, 1902, to the first day of May, 1907; but amendments may be proposed to this agreement by either party thereto at least ninety days before the first day of May in any year, and on acceptance by either party to the agreement shall become a part thereof.

AMERICAN NEWSPAPER PUBLISHERS' ASSOCIATION,

Attest:

By CHAS. H. TAYLOR, Jr., *President*.

WM. BRYANT, *Secretary*.

INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION,

Attest:

By MARTIN P. HIGGINS, *President*.

W. J. WEBB, *Secretary*.

### (3) Arbitration of Controversy between New York City Pressmen and Newspaper Publishers.

[In 1903 Adams, Cylinder and Web Press Printers' Association, No. 51, of New York and Vicinity amended its trade regulations, the more important paragraphs of which are given below. The changes (analyzed in the Department of Labor Bulletin of June, 1905) were not acceptable to the local newspapers and were therefore submitted to arbitration in accordance with the terms of the preceding agreement. The local arbitrators were Mr. H. Kellogg, representing the Publishers' Association, Mr. A. B. Kreidler, representing the pressmen, and Supreme Court Justice Henry Bischoff. On April 11, 1905, a decision was rendered by Justice Bischoff, the umpire, and his findings were concurred in by Mr. Kellogg. These two arbitrators decided against an increase in wages. Section 6 of Article V was reconstructed, while Section 16 was amended to read: "Any substitute member working less than six nights in one week will receive



\$5 for Saturday night." Sections 13 and 20, adding to the number of holidays when double compensation was demanded, were rejected. All the other provisions of the scale were accepted.

Mr. Kreitler dissented from those parts of the decision that rejected the most important demands made by the union, which immediately appealed the case to an international board of arbitration consisting of Mr. Kreitler for the International Printing Pressmen and Assistants' Union, Mr. Frederick Driscoll for the Newspaper Publishers' Association, who as special commissioner looks after the industrial interests of that international organisation, and Rev. Thomas R. Slicer, of New York City, who was chosen chairman. On May 29th this tribunal made its award. It granted pressmen in charge an advance of \$5 per week and favored an increase of ten per cent. for all other newspaper pressmen. Section 6, of Article V, as amended by the local board was accepted. Section 12 was changed to read: "Overtime shall be paid for at the rate of time and a half, to be computed upon the scale herewith submitted." Section 13 was rejected and the old scale affecting employment on holidays—that "all holidays and overtime shall be paid for at one-half advance on regular scale, except Sundays, Christmas Day, Fourth of July and Thanksgiving Day, when double the regular scale shall be paid"—was restored. Section 16 as altered by the local board was accepted. Section 19 was amended to conform to Section 11, and Section 20 was made to read the same as Section 12. Section 21—"one-half hour for lunch shall be allowed and paid for every five hours"—was accepted, "but shall not apply to men working six hours at night." The sections of the new scale relating to apprentices that are changed were also accepted by the arbitrators.

Not long after the arbitrators rendered their decision there arose a contention over the question of wages on holidays, the employers maintaining that regular night workers were not entitled to overtime pay on such occasions, as each holiday embraced only the hours between sunrise and sunset. On the other hand, the union contended that, as a full holiday according to law included the whole 24 hours beginning with 12 o'clock midnight, its members employed at night on morning newspapers were within their rights in demanding extra compensation for work performed within that prescribed limit. Representatives of the union and the Newspaper Publishers' Association were unable to agree as to what constituted a holiday's exact duration of time, so the disputed point was submitted to an arbitrator—Mr. James G. Cain, business agent of Photo-Engravers' Union No. 1—who on December 30th presented his findings which favored the union's claim.]

(a) Rules and Scale Proposed by Pressmen's Union No. 51.

*Article III.—General Rules.*

SECTION 1. Every person acceptably holding a position as foreman of a pressroom, and complying with the requirements of the constitution and by-laws, shall be eligible to membership in this association, and in no case shall a non-union foreman be allowed to take a position that has been filled by a union man.

SECTION 2. The foreman of the pressroom shall be considered the proper person to whom application should be made for a situation, and any member of this association who shall knowingly seek employment as a journeyman pressman, "either in person or by letter," from a proprietor who has a union foreman in his pressroom, shall be fined \$10 on conviction of first offense, and shall be expelled on conviction of second offense.

SECTION 3. It shall be the duty of the executive committee of this association to see that no person other than a member in good standing is recognized as foreman of a pressroom in its jurisdiction.

SECTION 4. No foreman of a pressroom where there are six or more flat bed presses or three or more web presses running shall be permitted to run any press, and any foreman who shall violate this rule shall, upon conviction, be fined \$5 for first offense and shall be suspended on conviction for second offense.

SECTION 5. All orders for the pressroom shall emanate from the foreman.

SECTION 6. No suspended or expelled member shall be permitted to work in any pressroom.

SECTION 7. Where work has been made ready for printing on any press by a member of this association he shall have the right to continue under wages until the form has been completed, unless said member has been superseded by another member of the association.

SECTION 8. No one other than a member of this association shall be permitted to lay plates or otherwise assist in the actual making ready of work to be printed on web presses except as herein provided.

SECTION 9. The number of men required while press is running shall also be employed while press is being made ready.

SECTION 10. No one except a member of this association shall be employed to make up blocks in pressroom of book and job offices.

SECTION 11. No new holiday shall be recognized until approved by a vote of this association.

*Article V.—Scale for Newspaper Web Press Offices.*

SECTION 1. Octuple presses—8 single 2-plate width presses or 4 double 4-plate width presses shall be rated as octuple presses and shall require eight pressmen and two pressmen in charge.

SECTION 2. Sextuple presses—6 single 2-plate width presses or 3 double 4-plate width presses shall be rated as sextuple presses and shall require six pressmen and one pressman in charge.

SECTION 3. Quadruple—4 single 2-plate width presses or 2 double 4-plate width presses shall be rated as quadruple presses and shall require 5 pressmen and one pressman in charge. When a quadruple single width press is run as a triple press such press shall require four pressmen and one pressman in charge.

SECTION 4. Double presses—2 single 2-plate width presses or 1 double 4-plate width press shall be rated as a double press and shall require three pressmen and one pressman in charge.

SECTION 5. Single presses—1 single 2-plate width press or 3-plate width presses shall be rated as single presses and shall require 2 pressmen and one pressman in charge.

SECTION 6. When color attachment is run on a quadruple press it shall require one pressman extra, and when color attachment is run on sextuple or octuple press it shall require two pressmen extra.

*Scale of Hours and Wages on Newspaper Presses.*

SECTION 7. Six (6) hours between 12 M. and 6 A. M. shall constitute a maximum night's work, except on Saturday night, when 8 consecutive hours, between 10 P. M. and 6 A. M. shall be the maximum.

SECTION 8. Eight (8) consecutive hours between 9 A. M. and 7 P. M. shall constitute a maximum day's work.

SECTION 9. No member shall work more than six (6) days or nights in one week when substitutes can be obtained, and any member failing to comply with this rule shall, upon conviction, be fined \$5.

SECTION 10. When members are ordered to report for work, and so report, they shall be entitled to the wages paid for such night or day. Any portion of a day or night shall constitute a day's or night's work and shall be paid for accordingly.

SECTION 11. Pressmen in charge, \$5.00 per day or night; all other pressmen, \$4.00 per day or night.

### III.282 NEW YORK STATE DEPARTMENT OF LABOR.

SECTION 12. Overtime shall be paid for at the rate of time and a half, to be computed according to the actual wages paid.

SECTION 13. Sundays and legal holidays, double time; overtime on Sundays or legal holidays shall be the same as day scale for Sundays or legal holidays.

SECTION 14. One-half hour for lunch shall be allowed and paid for every five hours.

SECTION 15. In newspaper offices where a morning and evening paper is published under the same management, when members of the association who are employed on the evening paper are required to do any work on the morning paper, they shall receive overtime at the night rates.

SECTION 16. Any member working less than six nights in one week shall receive \$5 for Saturday night.

#### *Scale of Hours and Wages on Newspaper Half-tone Color and Magazine Presses.*

SECTION 17. Six (6) hours shall constitute a night's work between the hours of 5 P. M. and 8 A. M.

SECTION 18. Eight (8) hours shall constitute a day's work between the hours of 8 A. M. and 5 P. M.

SECTION 19. The scale of wages shall be as follows:

Pressmen in charge, per week, six nights of six hours each.....	\$35 00
All other pressmen, per week, six nights of six hours each.....	24 00
Pressmen in charge, per week, six days of eight hours each.....	35 00
All other pressmen, per week, six days of eight hours each.....	24 00

SECTION 20. All overtime shall be paid for at the rate of time and a half, computed on the basis of the actual wages paid. Sundays and legal holidays double time. Overtime on Sundays and legal holidays shall be the same as day scale for Sundays and legal holidays.

SECTION 21. One-half hour for lunch shall be allowed and paid for every five hours.

#### (b) Decision of Local Board of Arbitration.

In the matter of arbitration for the settlement of the scale of the Adams Cylinder and Web Press Printers' Association No. 51 and the Publishers' Association of New York City, the undersigned, composing the local board of arbitration, having heard and duly considered the claims and contentions of both parties interested in the above case and after fullest consideration of the same have decided to make the following award:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Article 3, of the new scale are accepted.

Sections 1, 2, 3, 4, and 5, Article 5, of the new scale are accepted.

Section 6, Article 5, of the new scale is amended to read as follows: "When color attachment is run on a quadruple press more than 60 minutes in any day or night, it shall require one pressman extra. When color attachment is run on a sextuple or an octuple press more than 60 minutes in any day or night, it shall require two pressmen extra. When color is not in operation, the foreman can distribute the men on other presses or any work belonging to a press."

Sections 7, 8, 9 and 10, Article 5, of the new scale are accepted.

Section 11, Article 5, of the new scale is rejected.

Section 12, Article 5, of the new scale is accepted.

Section 13, Article 5, of the new scale is rejected.

Sections 14 and 15, Article 5, of the new scale are accepted.

Section 16, Article 5, of the new scale is amended to read: "Any substitute member working less than six nights in one week will receive \$5 for Saturday night."

Sections 17 and 18, Article 5, of the new scale are accepted.

Sections 19 and 20, Article 5, of the new scale are rejected.

Section 21, Article 5, of the new scale is accepted.

The sections of the new scale relating to apprentices that are changed are accepted.

(c.) Decision of National Board of Arbitration. J

The International Board gives the following judgment:

Sections, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Article 3, of the new scale are accepted.

Sections 1, 2, 3, 4 and 5, Article V, of the new scale are accepted.

Section 6, Article V, of the new scale is amended to read as follows: "When color attachment is run on a quadruple press more than sixty minutes in any day or night, it shall require one pressman extra. When color attachment is run on a sextuple or octuple press more than sixty minutes in any day or night, it shall require two pressmen extra. When color is not in operation, the foreman can distribute the men on other presses or on any work belonging to a press."

Sections 7, 8, 9 and 10, Article V, of the scale are accepted.

Section 11, Article V, is amended to read as follows: "Pressmen in charge shall receive five dollars per day or night. All other pressmen shall receive an increase of ten per cent upon the scale of 1899."

Section 12, Article V, of the new scale is amended to read as follows: "Overtime shall be paid for at the rate of time and a half, to be computed upon the scale herewith submitted."

Section 13, Article V, of the new scale is rejected, and the old scale shall stand as follows: "All holidays and overtime shall be paid for at one-half advance on regular scale, except Sundays, Christmas Day, Fourth of July and Thanksgiving Day, when double the regular scale shall be paid."

Sections 14 and 15, Article V, of the new scale are accepted.

Section 16, Article V, of the new scale is amended to read: "Any substitute member working less than six nights in one week will receive five dollars for Saturday night."

Sections 17 and 18, Article V, of the scale are accepted.

Section 19, Article V, is amended to conform to Section 11, Article V, as set forth.

Section 20, Article V, shall read the same as Section 12, Article V.

Section 21, Article V, of new scale is accepted, but shall not apply to men working six hours at night.

The sections of the new scale relating to apprentices that are changed are accepted.

The above award becomes operative with the beginning of the first financial week succeeding this and shall continue in force until the first of May, 1907.

IN WITNESS WHEREOF, we, the undersigned, constituting the members of the International Board of Arbitration, do hereby subscribe our names this 29th day of May, 1905.

THOMAS R. SLICER, *Chairman.*

ALBERT B. KREITLER,

*Representing the International Printing Pressmen & Assistants' Union.*

FREDERICK DRISCOLL,

*Representing the American Newspaper Publishers' Association.*

(d.) Interpretation of Term "Holiday."

NEW YORK, December 30, 1905.

*Newspaper Publishers' Association and Adams, Cylinder and Web Pressmen's Union No. 51:*

Gentlemen.—As the arbitrator on the questions submitted by your honorable bodies, I herewith respectfully submit my findings on the disputed points: I find first, that Article 5, Section 13 of the by-laws of the Pressmen's Union No. 51, was adopted by the National Board of Arbitration on May 29, 1905. It is apparent that such constitution has been made a part of the agreement existing between you.

The question at issue between the two organizations and of which I am asked to decide is, whether the term "holiday" as used in said Section 13, is to mean a day of 12 or 24 hours. It is obvious that the term holiday should be interpreted in the sense which is given it by common usage, unless some express agreement is shown providing for a different interpretation otherwise.

No such express understanding having been proven to my satisfaction, I will naturally have to be guided by the common usage as to the meaning of the term holiday. I am of the opinion that the common meaning of the term must be considered as having been settled by the statutory construction of law which regulates holidays in this State. By the express provisions of that statute a holiday is held to continue from midnight to midnight.

I therefore decide that the term holiday, as used in Article 5, Section 13, means a day of 24 hours, and applies to all work done from midnight to midnight on such holidays.

Respectfully submitted and signed.

JAS. G. CAIN.

(4) Press Feeders' Agreement.

[Entered into at the termination of a dispute in 1902 and still in force.]

*Memorandum of agreement, New York, October 14, 1902, entered into by and between the Typothetae of the City of New York and the Franklin Association No. 23, endorsed by Pressmen's Union No. 51 and the President of I. P. P. & A. U.*

On all presses taking sheet 24x38, and larger, fourteen dollars (\$14) per week.

On all presses up to those taking 24x38, twelve dollars (\$12) per week, provided, however, that the conditions existing on such small presses prior to the strike shall not be disturbed.

Non-union feeders and pressmen now in the employ of struck offices to remain; as fast as men are needed Typothetae will send for members of No. 23 and No. 51.

Scale on overtime, shop practices, apprentices, etc., to be settled by conferences, and in the event of disagreement to be arbitrated.

This agreement to continue in force to July 1, 1906, and to go into effect immediately. Thirty days prior to the termination of this agreement a conference to be held.

For the Typothetae,

For No. 51,

WM. GREEN.

CHARLES WINNACOTT.

For Franklin Association No. 23,

For I. P. P. & A. U.,

JOHN T. SULLIVAN.

MARTIN P. HIGGINS.

## STEREOTYPERS AND ELECTROTYPERS, BINGHAMTON.

*This agreement, made and entered into this ..... day of ..... 190..., by and between the ..... through its authorized representatives, the party of the first part, and the subordinate Union of the International Stereotypers' and Electrotypers' Union of the City of Binghamton, N. Y., known as Stereotypers' and Electrotypers' Union No. 20, by its committee duly authorized to act in its behalf, party of the second part.*

**WITNESSETH**, That from and after ..... 190.. and for a term of ..... year ending ..... 190.. and for such a reasonable time thereafter (not exceeding thirty days), as may be required for the negotiation of a new agreement, the ..... offices represented by the said party of the first part binds itself to the employment in the stereotyping and electrotyping departments thereof, of mechanics and workmen who are members of Stereotypers' and Electrotypers' Union No. 20, and agree to respect and observe the conditions imposed by the constitution, by-laws and scale of prices of the aforesaid organization, copies of which are hereto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part, provided, however, that such changes do not in any way conflict with the terms of the scale and rules set forth in this contract.

It is further agreed that the scale of prices attached to this contract shall continue in operation, without change, during the life of this contract, except as appears in said attached scale or as may be mutually agreed upon between the parties hereto.

A standing committee of one representative of the party of the first part, and a like committee of one representing the party of the second part, shall be selected. The committee representing the party of the second part shall be selected by the union, and in case of a vacancy, absence or refusal to act of either of such representatives, another shall be appointed in his place. To this committee shall be referred all questions which may arise as to the scale of prices hereto attached, or alleged violations thereof, or the construction of any of the articles of this agreement or of any of the rules of the Stereotypers' and Electrotypers' Union, which cannot be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it must refer the matter to the President of the International Stereotypers' and Electrotypers' Union, or his representative, and a representative of ..... These two in case they fail to agree shall select a third member, who, with them, shall constitute a board of arbitration and the decision of this board shall be final and binding upon both parties.

It is agreed by the said party of the second part that for and in consideration of the covenants entered into and agreed to by the said party of the first part, the said party of the second part shall at all times during the life of this agreement truly and faithfully discharge the obligations imposed upon it by furnishing men capable of performing the work required in the mechanical departments of the party of the first part over which party of the second part has jurisdiction.

It is agreed that both the language and the spirit of this contract between ..... party of the first part, and the organization known as Stereotypers' and Electrotypers' Union No. 20, being a trades union chartered by and under the jurisdiction of the International Stereotypers' and Electrotypers' Union, an organization having its headquarters at New York, N. Y., by its committee duly authorized to act in its behalf, party of the second part, make it imperatively obligatory on both parties, whenever any difference of opinion as to the rights of the parties under the contract shall arise or whenever any dispute as to the construction of this contract or any of its provisions takes place, to appeal to the duly authorized authority under the contract, viz., the joint standing committee, to the end that fruitless controversy may be avoided and good feeling and harmonious relations may be maintained and the regular and orderly prosecution of the business in which the parties have a community of interest be insured beyond the possibility of interruption.

It is further stipulated and agreed that the party of the first part shall not enter, now or during the life of this contract, into any association or combination hostile to the printing trades unions, nor shall it at any time render assistance to such hostile combinations or associations by suspension of publication or any other act calculated to injure the printing trades unions.

And the party of the second part hereby agrees to enter into no combination or association with intent or purpose of injuring ..... or its property, and shall do all in its power to prevent any hostile act with similar intent.

This contract shall be inoperative in case of trouble with an allied printing craft, provided such trouble cannot first be settled by arbitration, such arbitration to be in accordance with the provisions of this contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ..... day of ..... 190...

..... [L. S.]  
..... [L. S.]

The foregoing contract is entered into by and with the consent of the International Stereotypers' and Electrotypers' Union of North America, an organization to which the party of the first part concedes jurisdiction and control over the stereotyping and electrotyping departments of the party of the first part, and the International Stereotypers' and Electrotypers' Union of North America, through its authorized representative, hereby agrees to protect the party of the first part in case of violation of the agreement by the party of the second part under the jurisdiction of said International Union.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this ..... day of ..... 190..

.....  
*President International Stereotypers' and Electrotypers' Union.*

SCALE OF WAGES AND HOURS OF BINGHAMTON STEREOTYPERS' AND ELECTROTYPERS'  
UNION NO. 20, FROM MAY . . . ., 1905, FOR FIVE YEARS.

*Stereotypers.*

First year, not less than \$16.50 per week.  
Second year, not less than \$17.00 per week.  
Third, fourth and fifth years, not less than \$18.00 per week.  
Not over eight hours shall constitute a day's work.  
Not over seven hours shall constitute a night's work.  
Day work shall be done between 7 A. M. and 6 P. M.  
Night work shall be done between 5 P. M. and 4 A. M.  
Work on evening newspapers on Sundays and Labor Day shall be price and one-half.

Six days or nights shall constitute a week's work.  
Overtime shall be paid for at the rate of time and one-half.  
Each establishment employing one or more journeymen stereotypers shall be entitled to one apprentice.

The scale of wages of stereotypers' apprentices shall be as follows:

First year, not less than \$1.00 per day or night.  
Second year, not less than \$1.25 per day or night.  
Third year, not less than \$1.75 per day or night.  
Fourth and fifth year, not less than \$2.00 per day or night.

*Electrotypers.*

Moulders and finishers, not less than \$3.50 per day.  
Builders and backers up, first year, \$15.00 per week.  
Builders and backers up, second year, \$16.00 per week.  
Builders and backers up, third year, \$17.00 per week.  
Builders and backers up, fourth year, \$17.50 per week.  
Builders and backers up, fifth year, \$18.00 per week.  
Eight and one-half hours shall constitute a day's work from May . . . . . to January 1, 1906.

From and after January 1, 1906, eight hours shall constitute a day's work.

Seven hours shall constitute a night's work.  
Six days or nights shall be a week's work.  
Overtime shall be paid for at the rate of time and one-half.  
Work on Sundays and legal holidays shall be paid for at double time rates.

Day work shall be work done between 7:30 A. M. and 5:30 P. M.  
Night work shall be work done between 6 P. M. and 6 A. M.  
Each electrotype establishment shall be entitled to one apprentice.  
Any electrotype establishment employing two or more journeymen in the moulding room and two journeymen in the finishing room shall be entitled to one moulder apprentice and one finisher apprentice.

The scale of wages for electrotypers' apprentices shall be as follows:

First year, not less than \$1.00 per day or night.  
Second year, not less than \$1.25 per day or night.  
Third year, not less than \$1.75 per day or night.  
Fourth and fifth years, not less than \$2.00 per day or night.



**IX. CLOTHING, MILLINERY LAUNDRY, ETC.**

**CAP MAKERS, NEW YORK CITY.**

[Terminating dispute of Dec. 22, 1904-March 20, 1905, described in Table I, page 38, and in Section III.]

1. All hands employed in shops at present to remain.
2. Employers will engage and discharge whomsoever they see fit.
3. Employers will not permit delegates or other officers of the union to visit employees in the shops.
4. Employers will engage apprentices consistent with the interest of the trade for one year.
5. Employers will use all modern improved machinery.
6. Employers will employ week hands or piece hands as the interests of business require.
7. Last year's prices to be maintained and all new caps to be based on last year's prices. Manufacturers should figure on this basis without committees, but should the price differ, a committee of three of that branch of workers in the shop should call on the firm and adjust prices, not oftener than twice a month; the settlement to be made within three days, and difference on agreed prices to be paid and no interruption of work at any time.
8. Employers will re-employ all former employees as needed, and promise to give employment to all former employees as speedily as business will require.
9. All employees shall work during the same hours.
10. Overtime, when required, at former rate.
11. We agree to engage union help if such competent help is obtainable, if not, we may engage whomsoever we want; but it is agreed that this shall in no way impair the validity of Article 2.

**CLOAK MAKERS, NEW YORK CITY.**

[Terminating dispute of Feb. 10-28, 1905, described in Table I, page 40, and in Section III]

*Memorandum of agreement made by and between .....  
Company, a corporation, party of the first part, hereinafter called the  
employer, and the United Brotherhood of Cloak Makers, No. 1, of New  
York and Vicinity, party of the second part, hereinafter called the union,  
to wit:*

Whereas, The said employer wants to secure for its cloak factory the help and services of skilled mechanics.

Whereas, The employer desires to satisfy the general public demand for the products of organized labor.

Whereas, The said union consists of skilled mechanics and undertakes to render to said employer such services; it is

Now, Therefore, Agreed by and between the parties hereto:

1. The said employer hereby engages the union to perform for it all the tailoring, operating, pressing and finishing work required to be done in its factory, located in the city and county of New York, at the prices hereinafter mentioned, and the union agrees to perform all said work.

2. The employer agrees not to employ in its factory on the said work any person other than the union.

3. Should the present number of cloak makers be insufficient the employer shall give three days' notice in writing to the union, whereupon it shall become the duty of the union immediately to supply a sufficient number of cloak makers.

4. During the continuance of these presents all work is to be paid by the piece, and until the 1st day of July, 1905, in accordance with the price list hereto annexed and made a part hereof. All prices on new styles of garments not therein included are to be determined by said employer with the concurrence of a committee of the operators and tailors employed in said factory, reference being had to the prices of similar garments in said list contained; it being expressly understood and agreed that no authority is hereby given to the hands employed in said factory to modify the terms of this agreement from piece work to week rates. There shall be no charge made by the employer for the use of electricity or any other power.

5. Every hand shall be furnished with a book wherein the employer shall make an entry of all work assigned by it to the holder of such book, together with the agreed prices for such work, such entry to be made at the time the work is assigned; and as soon as the same is delivered it shall be checked off in the book aforesaid by the employer. No sub-contracting shall be permitted in the said shop, and not more than one presser's helper shall be employed therein.

6. The said union shall be credited with all the work performed by its several members at the said factory, but the said employer may account directly with each said member for work done by him or her to pay him or her the amount due therefor, in accordance with the prices aforesaid, such payment to be charged to and accepted by the union as payment, it being expressly understood and agreed that no hand shall have authority to receive payment for work done by any other employee.

7. That the said employer shall pay to the union on ..... of each week for work done during the week ending on the previous .....

8. That no hands supplied by the union to the said employer shall be laid off by it before the expiration of the term of these presents, except at such times during which no work is done in said factory, it being understood and agreed that in case there will not be sufficient work to keep all hands employed at full time, then all the work on hand shall be distributed among the said hands equally, and the week hands shall be put on half time, to wit: each to work only three days a week, so as to furnish work for all week hands in rotation in preference to the other pressers. It is understood and agreed that only when there will be sufficient work to keep all hands employed at full time the employer may give work to outside contractors.

9. The said employer may send away any person supplied to it by the union, for poor workmanship or bad behavior, but for no other reason, it being expressly understood that active co-operation for the purpose of maintaining hereafter the rates herein agreed upon shall not be construed as bad behavior.

10. The union shall likewise perform all the tailoring, operating, pressing and finishing work required to be done on the orders placed by the employer with its contractors, provided that the said employer shall engage no other contractors than those mentioned in the annexed list, except upon notice to, and with the written consent of, the union.

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11. Upon the failure or refusal of any contractor of the employer (employed at any time during the continuance of this agreement) to make payment demanded by the union for work done by it, to wit: by its members aforesaid, the amount due to the union shall be paid by the employer.

12. The employer shall have three days' notice in writing given to it by the union to discharge any contractor violating his agreement with the union.

13. All the work shall be done by the union in the premises above described, except as above provided, and no work shall be given by the employer to any hand to be done at his or her home.

14. The union shall have the privilege to have a shop delegate selected from among the hands therein employed, to preserve order among them, and a duly authorized officer, representative or committee of the union shall have access once a week, or in case of disputes, on any day, to the said factory to confer with the hands therein employed, and to distribute circulars and appeals to them.

15. This agreement shall take effect at once and continue until the 1st day of August, 1905.

16. The fees of counsel retained by the union to draw this agreement shall be paid by both parties equally.

17. After the 1st day of May, 1905, the prices mentioned in the annexed schedule may be reduced as may be mutually agreed by consent of the persons employed in said factories and the employer.

In witness whereof the said employer has caused one of its officers to sign this agreement as such officer, and the union has caused these presents to be signed by one of its officers and its corporate seal to be affixed hereto, this 27th day of February, 1905.

In the presence of:

..... COMPANY,  
Per .....  
President.

UNITED BROTHERHOOD OF CLOAK MAKERS No. 1,  
OF NEW YORK AND VICINITY,  
Per .....  
Business Manager.

For a valuable consideration by it received the ..... Company hereby guarantees the payment of any wages that may be due at any time during the period commencing on the 27th day of February, 1905, and terminating on the 1st day of May, 1905, to any person or persons that are or may be employed during the said period from any of the contractors that the ..... Company may employ during the said period of time.

Dated, February 27, 1905.

..... COMPANY,  
Per .....  
President.

[Then follows a list of names and addresses of 22 contractors, together with the schedule of piece rates agreed to.]

## GARMENT WORKERS' UNION LABEL AGREEMENT.

[Form in general use throughout the jurisdiction of the union in the United States and Canada.]

*THIS AGREEMENT, entered into by and between the firm of .....  
party of the first part, and the United Garment workers of America,  
party of the second part,*

**WITNESSETH**, That in consideration of the use of the Union Trade Label of the party of the second part, the party of the first part agrees to abide by the following rules and conditions governing the same:

1. All employees engaged in the manufacture of garments for the party of the first part must be good standing members of the party of the second part.
2. All proper sanitary conditions shall be observed in all shops manufacturing goods for the party of the first part, who especially agrees to comply with all the requirements of the State laws relating to workshops.
3. Said shops shall not be operated longer than .... hours in any one week.
4. The party of the first part shall manufacture only in shops owned and operated by said party and equipped with mechanical power.
5. The party of the first part further agrees that they will not use any of said labels after notification that the privilege to use the same has been withdrawn, or when said party of the first part abrogates this agreement.
6. The said label shall be in charge of a member designated by the party of the second part, employed in said shop, who shall keep an account of the same. The label shall at all times be considered the property of the party of the second part, and all labels on hand shall be returned to said party immediately upon notification that the privilege to use the same has been withdrawn.
7. The party of the first part agrees to pay for the use of labels that have been sewed in garments in the process of manufacture only, at the rate of ..... per thousand labels; payment to be made to the local label secretary, exclusively, by check made payable to the order of General Secretary.
8. The party of the first part shall abide by the union conditions observed in the respective branches of the trade.
9. Should any differences arise between the firm and the employees, and which can not be settled between them, the said differences shall be submitted to the General Officers of the U. G. W. of A. for adjustment. Should this not prove satisfactory, the subject in dispute shall be submitted to an umpire to be mutually selected for final decision.
10. The party of the first part agrees to abide by the conditions further specified in the supplementary agreement hereto attached.
11. The party of the first part shall forfeit for one year the privilege of said label if proven that said party has aided or abetted in the violation of article 9 of the Constitution relative to the rules governing the use of the Union Label.

The party of the second part agrees to do all in its province as a labor organization to advertise the goods and otherwise benefit the business of the party of the first part.

This agreement shall go into effect on the ..... day of ..... 190.. and terminate one year from said date.

[L.S.] Signed by the party of the first part:

Signed by the party of the second part:

Executed at ..... on the ..... day of ..... 190..

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#### GARMENT WORKERS, NEW YORK CITY (BROOKLYN).

[As printed in the Weekly Bulletin of the Clothing Trades, July 21, 1905. Said to embrace 700 or 800 operatives.]

*Articles of agreement, made this thirteenth day of July, nineteen hundred and five, between J. Eisner & Co., of the borough of Brooklyn, city and State of New York, parties of the first part, and the United Garment Workers of America, a duly organized voluntary association, representing in this agreement its following locals, to wit: The Coat Makers' Local No. 15, the Vest Makers' Local No. 16, the Buttonhole Makers' Union No. 94, the Pants Makers' Local No. 159, and the Children Jacket Makers' Local No. 175, parties of the second part, in manner following:*

Whereas, The parties of the first part are carrying on the business of manufacturing clothing of all kinds, and having their factory and place of business at No. 926 Sheffield avenue, in said place, and are desirous of employing various workingmen, all members of the said union; and, whereas, the said parties of the second part are organized by their said members for the purpose of working together in a harmonious and profitable manner and for the common benefit of all the members of the said union; and for that purpose desire to work with those, and those only, who are good standing members of the said union and abide by its rules and regulations;

Now, Therefore, this agreement witnesseth, that in consideration of the mutual promise by each of the parties herein to the other, and in consideration of each of the parties herein performing the terms and considerations of this agreement, as hereinafter stated, each of the parties herein agrees to perform the within terms and conditions for the period of one year, commencing on the aforesaid date and ending on the 12th day of July, nineteen hundred and six, as follows:

1. The parties of the first part agree to employ in their said place of business during said term all such basters, operators, finishers, fitters, buttonhole makers, bushelers, and such other workingmen, each in his said capacity, as shall be furnished them by the parties of the second part; and shall during the said term employ no employees, workingmen or help, other than those belonging to and who are members of the parties of the second part, and in good standing thereof, and who conform to the rules and regulations of the said parties of the second part; shall cease to employ all such employees as shall not be in good standing and who shall not conform to the rules and regulations of the said parties of the second part, upon the said parties of the first part being duly notified to this effect by their duly credentialed representatives.

2. The parties of the first part hereby agree to abide by the rules and regulations of the parties of the second part, as known in the trade; and agree to permit and allow representatives of the parties of the second part to enter their factories at any hour of the day and night, for the purpose of inspection and enforcement of the terms and conditions of this agreement. The parties of the first part shall in no instance employ workingmen and help whatsoever, even those who are members of the parties of the second part, unless such workingmen, help and employees and each of them shall have first produced a pass-card duly executed and signed by the Authorized Business Agent of the parties of the second part; said card shall show that its

bearer and holder is a member in good standing of the parties of the second part, and that he has fully complied with the rules and regulations of the said parties of the second part.

3. The system of work in and about the said factory and place of business of the parties of the first part shall be that known as week work; that is the employees herein are to be employed by the week only, excepting the pants makers of Local No. 159, who are to continue to work piece work. The rate of wages shall during the term be gradually increased; but in no instance shall the rate of wages be lowered or decreased. The total number of hours per week during the term, excepting during the months of June, July and August, shall not exceed fifty-seven and a half hours per week. The hours of labor for any working day shall begin at 7:30 o'clock in the forenoon, and the day's labor to end not later than 6 o'clock in the afternoon, excepting the last working day of the week the day's labor shall not end later than 5 o'clock in the afternoon; and also except the last working day of the week during the months of June, July and August, the day's labor shall end not later than 1 o'clock in the afternoon. During the hours from 12 at noon until 12:45—for a period of forty-five minutes, of each and every day, no work shall be done, but the same shall be devoted for noon recess.

4. The wages and earnings of the employees and workingmen for each and every week shall be paid to them on the last working day of each and every week, the week's work to begin on any day of the week, according to the consent of the parties of the first part and the said employees. During the slack season of the year all employees and workingmen that shall have worked at said place of business during the busy seasons of the year, shall remain and continue to work, if they so desire; and in that event, whatever work there shall be in said factory shall be divided between all of them; or all of them shall be put to work half time or any other fraction of a day or a week, according to arrangement; but no workingmen or employees shall be laid off or discharged on account of slack so as to keep a number of them working full time.

5. The parties of the second part hereby agree to furnish all such employees, workingmen and help that at any time it may have on its application books, which books they agree to keep for the benefit of the parties of the first part and the said employees and workingmen and hereby agrees to furnish such help and employees to the parties of the first part, whenever so by them requested, without charging any fees or receiving any remuneration for such services from either the said parties of the first part or said employees and workingmen.

6. The parties of the second part hereby agree to see that the said employees and workingmen that they shall furnish to the parties of the first part shall devote all their time, attention, skill and diligence to the performance of the work hereinbefore mentioned during the hours hereinbefore stated. In the event of any dispute arising between the parties of the first part and any of the said employees about any of the terms and conditions of this agreement and the fulfillment thereof by them, the same shall be referred to the General Executive Board of the parties of the second part; and in no instance shall the parties of the first part discharge any of the said employees, nor shall any of the said employees leave their said employment for any reasons arising out of any dispute between them and the said parties of the

first part, as aforesaid, without first submitting their matter of dispute and difference to the said Executive Board; and the parties of the second part hereby agree to endeavor and duly to exert themselves through their said Executive Board to promote and bring about as amicable a settlement of all such disputes and differences as in the nature of things shall be possible.

7. Each of the said locals shall have a shop chairman, whose duty it shall be throughout all times to maintain order in the said factory and to promote the harmonious working together between the said parties of the first part and the said employees; and in this matter he shall absolutely and fairly represent the interests of the said parties of the first part as well as the interests of the employees and workingmen; and the said parties of the second part hereby agree to give full effect to any arrangement made between the said shop chairman and the said parties of the first part.

8. The following eight days shall be holidays, for which the said employees shall be paid according to the rate of their wages, though they shall not work on the said days, to wit: Washington's Birthday, the Fourth of July, Labor Day, Rosh Hashanah, Yom Kippur, Christmas, New Year's and Election Day.

9. If the parties of the first part shall lay off or stop the said employees or workingmen on any Saturday, or the last days of the week during the said term, then, and in that event, such a proportion of the employees' wages or earnings shall be deducted from their said wages or salaries as the number of hours that shall so stop or be laid off during said last days of the week shall bear to the whole number of working hours in a week.

The parties of the first part hereby agree to furnish, free of charge, to all pressers that they may employ, such press cloth as shall be necessary for said pressers in their said works.

*IN WITNESS WHEREOF* the parties herein have set their hands and seals the day and year first above written.

JACOB EISNER Co.,  
HYMAN GOLDSTEIN,

*B. A. Sec. L. U. 15.*

L. ZUCKERMAN, 122 Clinton Street.

**JACKET MAKERS, NEW YORK CITY.**

(a.) Children's Jacket Makers and Pressers.

*MEMORANDUM OF AGREEMENT made by and entered into between .....part ..... of the first part, hereinafter called the employer .. and The Children's Jacket Makers' Union, and The Children's Jacket Pressers' Union, Local 10 and 155 respectively of the United Garment Workers of America, voluntary associations, parties of the second part, hereinafter called the associations.*

For valuable considerations each to the other in hand paid, and in further consideration of the mutual promises hereinafter contained, it is agreed by and between the parties hereto as follows:

I. The said employer hereby engage the said association for the period of one year from the date hereof, to perform all the operating, basting, busheling,

pressing and lining work required by ..... in the making of jackets, at the wages specified in the scale of wages below. The associations undertake to skillfully perform said work.

II. Should a member of either association cease to be such, the employer shall discharge him within 24 hours after notice given by an officer of the particular association. No person shall be admitted to work, unless he has a permit from one of the two associations.

None but members of the Button Hole Makers' Union shall be employed in the making of Button Holes.

III. The following shall be the hours of work: From 7 A. M. to 12 noon; and from 1 P. M. to 5:30 P. M. on the first five days of the working week, and from 7 A. M. to 12 noon; and from 1 to 4:30 P. M. on the last day. Under no circumstances shall overtime work be allowed.

IV. The temporary quitting of work by the association during "sympathy strike" shall not be considered a breach of this contract. No employee shall be charged with any expense for any material.

Operators .....	\$18 00 per week and upwards.
Basters .....	17 00 per week and upwards.
Basters' helpers.....	13 00 per week and upwards.
Fitters .....	17 00 per week and upwards.
Lining makers .....	14 00 per week and upwards.
Busheles .....	14 00 per week and upwards.
Pressers .....	15 00 per week and upwards.
Assistant pressers.....	12 00 per week and upwards.
Under pressers.....	12 00 per week and upwards.

V. Wages shall be paid on the last day of each week.

VI. A duly authorized officer, representative or committee of either association, shall have access during business hours to the said factory to confer with the hands therein employed. The shop delegate shall not be discriminated against. Charges may be brought against him upon seven days' notice to the Joint Executive Board.

VII. In the event of a breach of this contract by the employer shall pay to the associations, ..... hundred dollars as liquidated damages. As security for the faithful performance by ..... of the terms of this contract the employer shall give to the associations a promissory note in the sum of ..... dollars.

The associations shall become the absolute owner of the said note upon the occurring of a breach of contract on the part of the said employer and after two employees of the shop of the employer will execute affidavits stating the particular breach of contract.

VIII. This agreement shall take effect at once, and continue in force for the period of one year from date.

IN WITNESS WHEREOF the said employer hereunto set ..... hand and seal and the associations have caused one of their joint officers to sign this agreement as officer ..... this day of ..... 190  
In the presence of



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#### (b.) Unbasted Work.

[As printed in the Weekly Bulletin of the Clothing Trades, July 21, 1905.]

1. The said party of the first part, hereinafter designated the employer, hereby engages the said association (Non-basted Children's Jacket Makers' Union) for a period of one year from the date hereof to perform all the operating, busheling, pressing and lining work required in the making of jackets at the wages specified hereinafter. And the association undertakes to skillfully perform said work.

2. Should a member of the association cease to be such the employer shall discharge him within twenty-four hours after notice given by an officer of the association. No person shall be admitted to work unless he has a permit from the association. None but members of the Buttonhole Makers' Union shall be employed by the employer in the making of buttonholes.

3. The following shall be the hours of work: From 7 A. M. to 12 M. and from 1 to 5.30 P. M. on the first five days of the working week, and from 7 A. M. to 12 M. and from 1 to 4.30 P. M. on the last day. Under no circumstances shall overtime work be allowed.

4. The temporary quitting of work by the association during "sympathetic strikes" shall not be considered a breach of this contract. No employee shall be charged with any expense for any material damaged by him during the course of his employment.

5. The employer hereby agrees to increase the wages of the members of the association in his employ during the duration of the within contract 10 per cent over the existing wages now paid by the employer to his employee. Wages shall be paid on the last day of each week.

6. A duly authorized officer, representative or committee of the association shall have access during business hours to the employer's shop to confer with the employees therein. The shop delegate shall not be discriminated against. Charges may be brought against him by the employer upon seven days' notice to the executive board.

7. The employer shall give to the association either a note indorsed by a third party acceptable to the association for the sum of \$200, or a mortgage on the fixtures and machinery in his shop in the above sum, which shall be regarded as liquidated damages upon the breach of the within contract by the employer. The association shall become absolute owner of said note or mortgage after two employees of the employer's shop will make affidavits stating the particular breach of the contract.

8. The employer has the right to try the fitness of any of the members of the association for a period of two weeks from the date of said member's engagement, and said employer may discharge said members during the two weeks for any cause. But after the expiration of the said two weeks the employer can only discharge said employees after complaint made by said employer to the association, and after a hearing by said association, determined in favor of the employer.

9. This contract shall take effect immediately and continue in force for a period of one year from date.

## KNEE PANTS MAKERS, NEW YORK CITY.

[Form of agreement signed in July, 1905, without a strike. The scale of prices accompanying the contract was printed in the Department of Labor Bulletin, December, 1905, pages 406-8.]

*MEMORANDA OF AGREEMENT, made and entered into this                      day of*  
*190    by the and between the Knee Pants Makers' Union No. 1*  
*of New York, a corporation duly organized under and by virtue of the*  
*laws of the State of New York, and being Local Nineteen of the United*  
*Garment Workers of America, party of the first part, and*  
*party of the second part, vis:*

**FIRST.** Said party of the first part hereby agrees to and with the party of the second part to furnish to said party of the second part all the operators and pressers which said party of the second part may or will require for the purpose of manufacturing knee-pants, and it also agrees that all the so-furnished operators and pressers should be competent and skillful in the respective branches of their employment.

**SECOND.** And said party of the second part further agrees to and with said party of the first part to employ, or cause to be employed, none but *bona fide* members of the said party of the first part, that is to say, that all the help employed by party of the second part shall and will be members in good standing of party of the first part.

**THIRD.** And it is further agreed between the parties to these presents that 59 hours shall and will constitute a week's work, to wit: From 7 o'clock A. M. to 12 noon, and from 1 o'clock P. M. to 6 P. M., during the first five days of the week, and from 7 o'clock A. M. to 12 noon, and from 1 o'clock P. M. to 5 o'clock P. M. on the sixth day of the week; and that said employees so furnished by said party of the first part should not be required nor allowed by the party of the second part to work a greater number of hours than specified heretofore.

**FOURTH.** And it is agreed that said party of the second part hereby select out of the membership of the party of the first part operators and pressers of skill and competence, known and satisfactory to said party of the second part, and that the said party of the second part hereby agrees to employ said operators and pressers selected by said party of the second part as aforesaid during the whole term of this agreement. And that in case one of the selected operators and pressers shall become sick or disabled for any considerable period of time or otherwise leave the employment, then it should be the duty and obligation of the party of the first part to substitute said employee by another member of said party of the first part, competent and skillful in that particular line or branch of employment.

**FIFTH.** And it is also agreed that the party of the second part shall and will pay to the employees furnished to by party of the first part, the prices as set forth in the schedule hereto annexed, and not less, and that said employees will work for said prices, and shall not and will not require higher prices during the continuance of this agreement. And that said party of the second part shall and will pay to all the employees furnished to as aforesaid all their wages or salaries on the last day of each and every week.

**SIXTH.** And it is further agreed that said party of the second part shall and will supply all and any of the employees furnished by the party of the first part as aforesaid with all the sewing machines, needles, oil, iron and

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other tools, instruments and materials, which are or may be required in the course of their respective employment, free of any charge, and that said party of the second part shall and will keep said machines in good working order and repair at his, said party's of the second part, own expense. And that the pressers only should be permitted to fold the work(sic).

SEVENTH. And it is further agreed that said party of the second part shall and will deposit with the said party of the first part a promissory note in the sum of           dollars, which is given as a security for the better performance on the part of the second part of all the terms and conditions of this agreement, it being hereby expressly agreed and understood that the said sum of           dollars is the amount of the final, stated and liquidated damages for any breach of this agreement by either of the parties, it being hereby expressly stipulated and agreed that this shall not cover a failure of the party of the second part to pay to its employees their earned wages or salaries.

EIGHTH. And it is finally agreed that this agreement shall and will remain in force for the period of one year from date.

IN WITNESS WHEREOF said party of the first part has hereunto caused this agreement to be signed by its secretary and sealed with its seal, and party of the second part signed and sealed the same day and year first above written. In presence of

.....  
.....

#### PANTS MAKERS, NEW YORK CITY.

[Terminating dispute of July 10-Aug. 5, 1905, described in Section III and Table I, page 40.]

*AGREEMENT made on the 17th day of July, 1905, by and between the Independent Pants Contractors, a voluntary association consisting of the persons enumerated in the annexed schedule, hereinafter called the Association, party of the first part, and the Pants Makers' Union No. 1 of New York, a corporation organized under the laws of the State of New York, also known as Locals Nos. 8, 43 and 159 of the United Garment Workers of America, hereinafter called the Union, party of the second part; witnesseth:*

In consideration of the sum of One Dollar each to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

I. The Association agreed and stipulates that each member of the said Association shall employ in his capacity of pants contractor none but members of the said Union, and that the said union agrees to furnish the members of the said Association with all the workingmen that they may require in their said business.

II. The following advances on the prices heretofore paid by the respective members of the Association shall be made to the members of the Union for their work, namely:

On operating: (a) One-half of a cent on each garment the price for which has been less than seven and a half cents; (b) one cent on each garment, the price of which has been seven and a half or more and less than thirteen cents.

On Pressing: One-fourth of a cent on garments of class (a) and one-half of a cent on garments of class (b).

III. Each member of the Association shall execute a mortgage or promissory note as security for the payment by him of the wages of the said members of the Union.

IV. The Union shall not make any contract of employment with any contractor without the written consent of the Association.

V. A delegate or a duly authorized committee of the Union shall have at all times access to the shops of the members of the Association. No stoppage of work shall be made by any officer of the Union unless the matter in dispute has been settled in favor of the Union by a board of arbitration.

VI. Should the Union be at any time unable to supply any member of the Association with sufficient help, then such member may employ non-union men for three days only.

VII. All matters in dispute, that may arise, shall be settled by a board of arbitrators composed of five persons on each party to select two and the four to select a fifth.

This agreement to take effect at once, and continue in force for the period of one year from date.

IN WITNESS WHEREOF, the Association has caused four of its members of the executive committee including its chairman, to sign and execute this agreement and the Union has caused this agreement to be signed by its chairman of the Amalgamated Board of Greater New York and its corporate seal to be affixed the day and year first above written.

ASSOCIATION	{	I. ROSENBERG	[L. S.] <i>Chairman.</i>
		S. KEVITZ	[L. S.]
		M. BROD	[L. S.]
		JUDA LEIB YAMETZ	[L. S.]
UNION	{	MAYER DUBOFF,	[L. S.]
		<i>Chairman of Amalgamated Board.</i>	
		LOUIS LIKERMANN,	<i>President of Local 8.</i>

## X. FOOD, LIQUORS AND TOBACCO.

### BAKERY AND CONFECTIONERY WORKERS, BUFFALO.

Whereas, in the past differences and inconveniences have arisen in the bakery and confectionery business between employers and employees, and trade has been interfered with, and strikes and losses to both parties have resulted together with great injury to the public, and,

Whereas, both parties are desirous of arriving at a common understanding and agreement, which will prevent such difficulties in the future, and which will insure the employer of competent workmen and the employee of proper wages and regular employment:

Now therefore this agreement, made this ..... day of ..... 1905, between Local Unions No. 16 and 160 of Buffalo, N. Y., of the Bakery and Confectionery Workers' International Union of America, party of the first part, and ..... boss and employer of bakers, in the city of Buffalo, N. Y., party of the second part,

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for and in consideration of the mutual covenants and agreements hereinafter set forth.

Witnesseth: 1st. The said party of the first part hereby agrees to protect the said party of the second part against all strikes by the members of the party of the first part, providing the provisions of this contract are lived up to, and to grant to the party of the second part the use of the labels of the party of the first part, and to furnish as many competent men as may be necessary to do the work of the party of the second part.

And the party of the second part hereby agrees:

1st. That he will give all the bakery and confectionery work to be done by him to the members of the party of the first part, except that this agreement shall not be construed to require the party of the second part to discharge any persons in his employ at the time this contract is entered into, or to deprive any person now in the employ of the party of the second part of his employment.

And it is further provided that the provisions of this article shall not apply to apprentices. Bakers and confectioners to be furnished to second party through the agency of the officers of Local Unions No. 16 and 160, located at No. 694 Jefferson street, corner Davis, Buffalo, N. Y. Men to be employed and laid off in rotation under direction of first party, except oven hands and mixers on machinery.

2nd. That he will not keep a baker employed by him in board or lodgings.

3rd. That he will place upon all breads, pies or crackers, manufactured by him, the union label of the party of the first part, for which said label he agrees to pay for the use of same the sum of ten cents (\$0.10) per thousand.

4th. He shall be entitled to as many labels as are required in his business, and the first hand shall be responsible for the same.

5th. If he employs five members of the first party or less, he shall be entitled to one apprentice; over five men and less than ten men two apprentices; over ten men and less than fifteen men three apprentices, and so on in like proportion.

6th. That he will pay oven hands not less than \$16.00 per week; bench hands not less than \$14.00 per week. All overtime to be paid, oven hands 50 cents per hour; bench hands 40 cents per hour; no overtime to be included in day work and not to exceed three hours per week overtime for each man on night work, as longer hours, as herein provided, are dangerous to the public and detrimental to the workers.

7th. If he requires a helper, he shall pay to the said helper, if an oven hand, \$3.00 per day, and to a bench hand \$2.50 per day. Extra time to be under the same regulation and at the same rate as for regular hands.

8th. Ten hours shall constitute a day's work, between the hours of 5 A. M. and 7 P. M. Nine hours shall constitute a day's work if any time is worked between the hours of 7 P. M. and 5 A. M. This shall not include the time taken for meals. Sponge setting to be included in the regular day's work.

9th. That he will pay all wages as soon as time has expired each and every week.

10th. That he will not require or permit his employees to work on Labor Day or the following night.

11th. That he will admit the business agent or committee of Bakers' Unions No. 16 and 160 to his shop at all hours of every work day.

12th. For every violation of this contract the parties hereto agree that the party violating the said contract shall pay to the other party the sum of \$25.00, which sum is fixed by the parties hereto owing to the difficulties of arriving at the exact damage which may exist for each particular violation, and which is to be regarded as liquidated damages and not as a penalty. And, in case the said party of the second part violates this agreement, it is expressly agreed that said first party shall have the right to withhold from the said second party the use of the union labels until said liquidated damages are paid.

This contract shall continue in force and effect from May 1, 1905, to May 1, 1906.

.....  
As President of Local Union No. 16.

[SEAL OF UNION]

.....  
As President of Local Union No. 160.

.....  
Boss and employer.

STATE OF NEW YORK, }  
COUNTY OF ERIE, } ss.:  
CITY OF BUFFALO, }

On this ..... day of ....., 1905, before me the subscriber, personally came ..... to me personally known, who, being by me duly sworn, did say that they are respectively the President of Local Union No. 16 and the President of Local Union No. 160, and that the seal affixed to the foregoing instrument is the seal of said Union, and that said instrument was signed and sealed in behalf of said Union by its authority, and the said ..... acknowledged said instrument to be the free act and deed of the said Unions.

#### BAKERY AND CONFECTIONERY WORKERS, MIDDLETOWN.

Agreement made and entered into the ..... day of ....., 1905, by and between ..... of Middletown, County of Orange, State of New York, party of the first part, and Bakery and Confectionery Workers' International Union of America, Local Union No. 292, of Middletown, County of Orange, State of New York.

ARTICLE 1. It is hereby agreed that the party of the first part will at all times employ only members of the Bakery and Confectionery Workers' International Union of America, who are in good and regular standing, if men are satisfactory.

ARTICLE 2. It is further agreed between both parties that bread and cake foremen of shops shall receive not less than fifteen dollars, second hands not less than twelve dollars, third hands not less than ten dollars per week.

ARTICLE 3. And it is further agreed that there shall only be one apprentice allowed each shop.

ARTICLE 4. The party of the first part also agrees that his or their employees shall work day time, bread bakers to commence Sunday morning and complete their work by Friday night. Cake bakers to commence Monday morning and complete their work Saturday night. No employee shall work

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more than six days in one week, and ten hours to constitute a day's work. Working hours shall be between 5 A. M. and 8 P. M.

ARTICLE 5. Overtime shall be paid for at 30 cents per hour for each man.

ARTICLE 6. No men shall be allowed to work Decoration Day, July 4th, Labor Day, Thanksgiving, Christmas and New Year.

ARTICLE 7. The members of this Union do hereby promise to do all in their power for the success of their employers' business, and will furnish, if requested, first class help.

ARTICLE 8. Labels will be furnished by the Union at ten cents per thousand, and shall be in the hands of bread foreman.

ARTICLE 9. In case of non-compliance with above agreement on rules, the Union reserves the right to withdraw the labels and men.

ARTICLE 10. This contract shall remain good to April 30, 1906.

In witness thereof the parties have hereunto set their hands and seal this day and year as first mentioned above.

.....  
.....

#### BAKERY AND CONFECTIONERY WORKERS, NEWBURGH.

*ARTICLES OF AGREEMENT entered into between the Bakery and Confectionery Workers' International Union of America, No. 148, and Master Bakers of Newburgh, N. Y.:*

ARTICLE I. All men working in the bake shop shall be International Union men, and none other than International Union Men shall be employed, having an honorable standing according to union rules.

ARTICLE II. No employee shall be allowed to board or lodge with his employer.

ARTICLE III. No employee shall be allowed to work more than ten hours for any one day, or more than six days for one week.

ARTICLE IV. \* \* \* \* \*

ARTICLE V. Foremen to receive \$18 per week; second hand, \$15 per week; benchmen, \$13 per week; jobbers to receive \$3 per day or night of ten hours; all overtime at the rate of 30 cents per hour for all hands alike. In no case shall the wages be reduced if they should be higher than at present fixed by this scale affecting the men now employed. No man shall be allowed to work more than two hours overtime in any week.

ARTICLE VI. Every employer to pay promptly after the performance of one week's work.

ARTICLE VII. It is mutually agreed that should either party violate any article of this agreement, such difficulty shall be adjusted by a committee of seven to consist of three members from each party to this agreement and one disinterested party, who shall be agreeable to both.

ARTICLE VIII. This agreement is to take effect May 1, 1905, and to continue until May 1, 1906.

ARTICLE IX. Every baker belonging to our local is prohibited from working on the following days: Fourth of July, Labor Day, Thanksgiving and Christmas, between the hours of 6 A. M. and 6 A. M. of day following.

ARTICLE X. Each loaf of bread shall bear the union label. The first laborer shall have the custody of the labels and account for them to Local No. 148.

ARTICLE XI. All members belonging to Local Union 148 who are competent and in good standing shall be employed when a vacancy exists.

EDWARD SMITH, *President.*

WM. ABOHER, *Secretary.*

EDWARD SMITH,

WM. ABOHER,

PHILIP BAKER,

HENRY EKHARDT,

JACOB WOHLFAHRT,

JACOB SCHMIDT,

*Committee.*

LAWRENCE DACQUE,

*Master Baker.*

Endorsed by the International Executive Board.

F. H. HARZBECKER, *International Secretary.*

Endorsed by Newburgh Central Labor Union.

CHAS. HANSTEIN, *Secretary.*

#### BAKERY AND CONFECTIONERY WORKERS, NEW YORK CITY.

(a.) Hebrew Bakers Local Union No. 23.

[Terminating dispute of May 5-20, described in Table I, page 42, signed by 62 concerns.]

*Bakers and Confectioners' Union No 23, of New York, hold every proprietor of a bakery, whom they entitle to use their label, responsible to comply with the following rules:*

1. To employ only such bakers who are members in good standing of the above Union.
2. To engage such employees only through the medium of Bakers' & Confectioners' Union No. 23.
3. Not to board any journeymen bakers.
4. The employees of a bakery are exempt from unloading flour or any other hard labor outside the bakery.
5. The employed bakers should not work more than six days a week, and no more than ten hours a day; they should be allowed half an hour for lunch.
6. First hand helper \$3.50 per day, second hand helper \$3.00 per day.
7. Sponging and dishes shall not be made Friday.
8. The wages should not be decreased during the winter time.
9. Each loaf of bread over  $\frac{1}{2}$  pound must be provided, at the expense of the proprietor, with a Union Label; such labels to be furnished by the Union for 15 cents per 1,000.
10. Each proprietor must recognize any assistant sent by the above Union.
11. The proprietor of a bakery must admit any representative sent by the above Union.
12. The labels of the Union should be intrusted to the foreman or his assistant only.
13. No employee should be discharged without reasonable cause; should any difficulty arise between employer and employee, it must be notified to the Delegate of the Union and he must without delay present it to the Board of the Union.



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14. Bread carriers shall not be allowed to work at the bench and oven.

15. This agreement must unfailingly be posted on the wall of the bakery.

Said agreement shall be in force the ..... day of ..... 190..,  
until the ..... day of ..... 190..

BAKERS' AND CONFECTIONERS' UNION, No. 23.

Per.....

[The second strike of the Hebrew bakers (Aug. 4-19), described in Section III as well as page 42 of Table I, involved a slightly different contract. The altered sections are given below.]

9. Each loaf of bread over  $\frac{1}{2}$  pound must be provided with a Union Label; such labels to be furnished by the Union and loaned to the proprietor, and charged 15 cents per 1,000 for the use of the same only.

14. Foreman first hand at 1 oven shall receive 17 dollars per week, at 2 ovens 20 dollars per week; second hand, 14 dollars per week, and third hand 13 dollars per week.

15. The last day of the week to be pay day. When the employer discharges a workman he must notify him at the pay.

16. No workmen shall be discharged after settlement before two weeks.

17. [Same as former Art. 14.]

18. [Same as former Art. 15.]

#### (b) Local Union No. 305.

[The contract proposed by this union and signed by 23 concerns employing 106 workmen is the same as that printed above with the exception of the scale of wages provided in Articles 6 and 7.]

6. The minimum scale of wages is to be as follows: A first hand, \$18.00 per week; second hand shall receive \$15.00 per week; third hand, \$13.00.

7. First hand helper, \$4.00 per day; second hand helper, \$3.00.

#### BAKERY AND CONFECTIONERY WORKERS, NIAGARA FALLS.

*Contract of the International Bakers' and Confectioners' Local Union No. 49.*

SEC. 1. I, the undersigned bakery boss, do hereby pledge myself to use the labels of the International Bakers' and Confectioners' Union, under the following rules only:

SEC. 2. Bosses who do not employ labor are not entitled to the labels, except members leaving a local with a withdrawal card.

SEC. 3. No boss shall be permitted to have his men work on Labor Day.

SEC. 4. That 10 hours shall constitute a day's work between the hours of 5 A. M. and 7 P. M., and that 9 hours shall constitute a day's work if any time is worked between 7 P. M. and 5 A. M.

SEC. 5. That nothing but union men shall be employed under this contract.

SEC. 6. No member shall be allowed to board or room with the boss.

SEC. 7. The salary of the foreman shall not be less than \$18.00 per week.

SEC. 8. The salary of bench hands shall not be less than \$14.00 per week.

SEC. 9. The salary of doughmixer shall not be less than \$18.00 per week.

SEC. 10. The salary of oven man shall not be less than \$18.00 per week.

SEC. 11. Bosses who do not employ more than one baker on a shift shall pay the same not less than \$16.00 per week.

SEC. 12. All work done outside the regular working hours shall be classed as overtime, and shall be paid at the rate of 35 cents per hour.

SEC. 13. A boss shall not be allowed to work his men more than 9 hours (nine hours), in any one night, nor more than 10 hours (ten hours), in

any one day, and not more than 6 days (six days), in any one week, unless the overtime as above mentioned be paid.

SEC. 14. Each employer who employs 5 union men or less shall be entitled to 1 apprentice and over 5 men and less than 10 men, he shall be entitled to 2 apprentices and so on in like proportion.

SEC. 15. This contract shall be in force from May 1, 1905, until May 1, 1906.

SEC. 16. A copy of these contracts will be framed and placed by Local 49 in each union shop, the same to remain the property of Local 49.

SEC. 17. Any boss violating these rules shall have the labels taken away from him and pay a sum of not less than \$25.00 for the first thousand labels, when a settlement is made.

SEC. 18. In case of any grievance between employer and employee a committee from the union shall settle the same with the firm.

SEC. 19. This contract must be signed before a committee of Local 49 and a notary public on or before May the 1st, 1905.

*Signed in behalf of firm*.....

*Signed in behalf of union*.....

WITNESSES: { .....  
 { .....

#### BREWERY WORKMEN, ALBANY.

(a) Ale and Porter Workers (Local Union No. 129).

ART. 1. None but members of the National Union of the United Brewery Workers of the United States shall be employed. New members must join Local Union No. 129 within two weeks after receiving the situation, and after due trial. New members shall not take the place of any man now steadily employed unless it be for causes such as are in Article 8 of this agreement.

ART. 2. All drivers shall clean their horses in their charge every morning, including Sunday, but shall not be asked to do any other work on Sunday. Horses, wagons and harness shall be cleaned when told to do so during the regular hours of any workday.

ART. 3. Nine hours shall constitute a day's work all the year round, except in the months of May, June, July, August, September and October, when eight hours shall constitute a day's work on Saturdays. All overtime to be paid at the rate of fifty cents per hour.

ART. 4. In case laying off men is necessary, no man shall be laid off longer than one week at a time, and no man shall be asked to take the place of the man so laid off.

ART. 5. Each workman shall have the right to board or live wherever he chooses, and no help shall be hired on the recommendation of a saloon-keeper or customer.

ART. 6. Scale of wages: Heads of departments, \$16.00 per week; teamsters, \$14.00 per week; stablemen, seven days, \$15.00 per week; all other men, \$13.00 per week; and no present wages shall be reduced; to be paid weekly and on Saturday.

ART. 7. No teamster shall be asked to deliver ale or porter in hogsheads or barrels to saloon or customer alone, and no agent or collector shall take the place of a teamster.

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ART. 8. Employees shall be discharged for causes only, such as incompetency, drunkenness, negligence, dishonesty.

ART. 9. Service done by employees in the interest of and for the benefit of the Union shall not be cause for discrimination or discharge.

ART. 10. Extra help employed during the busy season shall not be considered as regular employees and shall be entitled to temporary employment only, and the last man or men hired shall be the first man or men laid off.

ART. 11. All packages leaving the Breweries under the jurisdiction of Local Union No. 129 shall bear the Brewery Workers' Union Label.

ART. 12. When difficulties arise they shall be settled by an Arbitration Committee composed of three members of the joint Local Executive Board and a committee of Employing Brewers.

ART. 13. The following days shall be considered as Sundays: Christmas, New Years, Fourth of July, Labor Day, with compensation for same in compliance with Article 6.

ART. 14. Ale shall be dealt out to the workmen four times each day—at the option of the employers.

ART. 15. This agreement shall take effect April 1, 1905, and remain in force until March 31, 1906, and if a new agreement shall be presented by either party a notice of twenty-one days shall be given, and if no new agreement is presented by said time so stated, the present new agreement shall stand.

QUINN & NOLAN ALE BREWING CO.,

JOHN HOFFMAN, *Manager*.

HINCKEL BREWING CO.,

CHAS. A. HINCKEL, *Vice-President*.

AMSDELL BREWING CO.,

JAMES A. AMSDELL, *Manager*.

TAYLOR BREWING AND MALTING CO.,

N. B. TAYLOR, *Manager*.

CONSUMERS' ALBANY BREWING CO.,

JAMES PURCELL, *President*.

WILLIAM DAUGHN, *Pres. L. U. 29*.

ISAAC GREYSTON, *Secretary L. U. 129*.

Endorsed by

JOHN FITZGERALD, *Pres. J. L. E. B.*

PAUL KEMMER, *Secretary J. L. E. B.*

Endorsed by the International Executive Board of the N. B. W. of A.  
Cincinnati, Ohio, March 5, 1905.

LOUIS KEMPER, *National Secretary*.

#### (b.) Lager Beer Brewers (Union No. 15).

ARTICLE 1. Only good standing Union men of the United Brewery Workers of America should be employed, but the members of Local Union No. 15 should always have the first privilege. New men must show a good standing membership book of the United Brewery Workers International Union of America, except Foreman and Assistant Foreman.

ARTICLE 2. Saloonkeepers or those procuring employment through their influence or recommendations shall not be allowed to work.

ARTICLE 3. In case an employee takes sick or is disabled to such an extent as would disable him from doing his work, shall as soon as he recovers

from such sickness or disability be reinstated in his position he last held, providing his ailment did not last over three months. Should a member be sick longer than three months he has the right to receive employment in the same concern at any time he recovers from his sickness. Any such member must produce satisfactory evidence from the physician who attended him.

ARTICLE 4. In the fall of the year, when work is slack and it is necessary to reduce labor, all men together, that are members of Local Union No. 15, should be laid off on one and the same day in the week, such a lay-off day can be appointed by the Proprietor himself. No one can be laid off for any fraction of a day. The lay-off season should not last over five months in the year, while this agreement is in force.

ARTICLE 5. Nine hours should constitute a day's work, all the year round, for any one member of L. U. No. 15, commencement of work, seven o'clock A. M.; Sunday work, for any one member of L. U. No. 15, should be considered overtime and paid as such. Should it become necessary to work a night gang the rules apply to them likewise. Thanksgiving Day, Christmas, New Years and Election Day shall be considered as Sunday, without any reduction in the week's pay. July 4th and Decoration Day shall be considered as half-holidays without any reduction of the week's pay. Labor Day should be considered as a legal holiday, without any reduction of the day's pay. Work should be performed on said day, in two hours, from five to seven A. M. If business should require it each brewery may retain one man to do the necessary labor, and shall be paid as an extra day's work, but in no case can an official of the Union be retained. Work should be performed in ten consecutive hours, with allowance of one hour for dinner. Six days should constitute a week's work.

ARTICLE 6. Beer should be given to the employees free of charge during all working hours, but no more than three minutes should be spent each time at the Sternenwirth; first beer to be given one hour after commencement of work.

ARTICLE 7. Negligence in performing work properly, disobeying the orders of the Proprietor or Foreman, shall be sufficient grounds for the discharge of any employee, but the evidence of those knowing the case shall be considered, and if found just such discharged person has no claim or assistance from the Union whatever.

ARTICLE 8. Every brewery employing not less than fifteen members of Local Union No. 15 is entitled to one apprentice, who must have arrived at the age of eighteen, but he cannot be over twenty years at the commencement of his apprenticeship. Before starting work he must file a written statement with the Recording Secretary of L. U. No. 15, which must conform to this article. The term of apprenticeship shall be two years. But no apprentice shall commence work in any brewery during the lay-off season. No apprentice is allowed overtime.

ARTICLE 9. The Arbitration Board should consist of three members from the Joint Local Executive Board, and three men of the Albany Lager Beer Brewery Proprietors, who have signed this contract. They have the full power to settle all disputes, and in case they disagree, each party should call on a disinterested citizen of the city of Albany, who should try to settle the difficulty if possible.

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**ARTICLE 10. Wages per week:** Each first man in the four different departments not less than \$19.00 per week; rackers and hosemen, not less than \$18.00; men employed at the kettle fermenting room and cellar, not less than \$17.00; night watchmen, members of Local Union No. 15, \$17.00; men in the wash house, not less than \$15.00; apprentice, \$10.00 per week; overtime should be paid at fifty cents an hour, and overtime should not be taken off from the regular working hours.

When men are sent from one department to another, to perform the regular work in a Lager Beer Brewery, the regular prevailing rate of wages of the respective department must always be paid.

**ARTICLE 11.** Wages should be paid weekly and on Saturday.

**ARTICLE 12.** No member of Local Union No. 15 is allowed to take the place or any other man whose work is under the jurisdiction of another Local Union in the Brewers Trade. In case of necessity the bosses have the right to call from the insiders to help loading beer on the wagon.

**ARTICLE 13.** No foreman or assistant foreman shall be allowed to do any of the hands' work.

**ARTICLE 14.** The Lager Beer Brewery Proprietors of Albany hereby agree to use only Union malt for producing their beer, and in every line patronize only Union products and trade as near as they can get it.

**ARTICLE 15.** The Lager Beer Brewery Proprietors are agreed to use the Label of the International Brewery Workmen on all their products. Breweries where not all the employees are organized or not living up to this agreement, shall not be entitled to the Label.

**ARTICLE 16.** If an employee has to perform committee work in the interest of the Union, no interference or discriminating of our members shall be allowed in the employment whatever.

**ARTICLE 17.** This agreement shall take effect April 1, 1905, and remain in force until March 31, 1906. And if a new agreement shall be presented by either party, a notice of twenty-one days should be given, and if no new agreement shall be presented by either party, the old or previous agreement shall stand for another year.

Indorsed by the Joint Labor Executive Board, February 18, 1905,  
JOHN FITZGERALD, *President.*  
PAUL KEMMER, *Secretary.*

Endorsed by the International Executive Board, February 23, 1905,  
*International Secretary.*

DOBLER BREWING CO.,

GEO. C. HAWLEY, *President.*

BEVERWYCK BREWING CO.,

JOHN HOFFMAN, *Manager.*

HINCKEL BREWING CO.,

CHAS. A. HINCKEL, *Vice-President.*

HEDRICK BREWING CO.,

WILLIAM HEDRICK, *President.*

JACOB KIRCHNER.

CONSUMERS' ALBANY BREWING CO.,

JAMES PURCELL, *President.*

## (c.) Drivers (Local Union No. 88).

[Agreement with the Albany lager beer brewery proprietors, April 1, 1904, to March 31, 1905; renewed for 1905.]

ARTICLE 1. Only Union men to be employed as drivers, stablemen and helpers in the undersigned breweries. No others to do the work of such drivers, stablemen or helpers as long as they are unemployed. New drivers, stablemen or helpers must join the Union No. 88.

ARTICLE 2. Drivers, stablemen or helpers recommended by saloonkeepers shall not be employed. All men have the privilege to dwell or board wherever they may choose. No member of the Union shall be treated obnoxiously, nor shall he be discharged for serving on any committee concerning Union No. 88, of Albany.

ARTICLE 3. Discharge of employees shall be for the following reasons: Disobedience of orders from his employer, for intoxication, for dishonesty or disrespect to his employer. In case of discharge, when the employee discharged believes himself unjustly dealt with, he can call his fellow employees as witnesses; their deposition must be made in writing and placed before the Arbitration Committee.

ARTICLE 4. In the fall of the year, when work is slack and it is necessary to reduce labor, all employees who are members of Local Union No. 88, shall be laid off on one and the same day in the week from the time this contract is signed, April 1, 1904, until it expires, March 31, 1905, with the exception of the stableman or stablemen who on that day shall do his regular work. Such a lay-off day may be designated by the proprietor. No inside man to go on a wagon to do driver's work or helper's work. Inside workers work inside, and drivers and helpers work outside. No stableman to take a driver's or helper's place while they are laid off. If necessity requires one or more men can work on such lay-off day in rotation.

ARTICLE 5. Extra help employed during the busy season shall not be considered as regular employees, and shall be entitled to temporary work only, and the last man or men hired shall be the first man or men laid off.

ARTICLE 6. All drivers can, if necessity requires help, request the assistance of a driver's helper, or a Union man from the brewery.

ARTICLE 7. Beer shall be allowed drivers, stablemen and helpers during working hours.

ARTICLE 8. Nine hours shall constitute a day's work all the year round, for all members of Local No. 88, without any reduction in the week's pay. Six days shall constitute a week's work, and Sunday work shall not continue more than two hours, such time shall be devoted to feeding, cleaning and caring of horses, harness and wagons. Stablemen to feed at noon and at evening with the assistance of a driver or helper without extra pay for the same.

ARTICLE 9. During the season of navigation, time of commencing work will be (5) five o'clock A. M. and during the remainder of the year (7) seven o'clock A. M.; if work should begin before (7) seven o'clock A. M., for any one employee, then recess for at least a whole breakfast hour should be given at least one hour after commencement of work, and recess for dinner from (12) twelve to (1) one P. M. each day.

ARTICLE 10. There shall be no beer delivered on Sunday.

ARTICLE 11. Wages shall be paid weekly and on Saturday.

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ARTICLE 12. All overtime payable at the rate of fifty cents per hour, stablemen included. Work performed on Sunday not specified in Article 8 shall be paid in a similar manner. Thanksgiving Day, Christmas, New Years and Election Day shall be considered as Sundays, without any reduction in the week's pay. July fourth and Decoration Day the work shall cease at the noon hour. Labor Day, provisions shall be made so that all necessary work can be finished in reasonable time, so that it will not deprive the members of participating in the parade and festivities of the day. Overtime shall not be taken off from the regular working hours.

ARTICLE 13. The Arbitration Committee shall consist of three men of the Joint Local Executive Board, of three men of the Central Federation of Labor, and three men of the Albany Lager Beer Brewery Proprietors, who have signed this contract. They have full power to settle all disputes, and in case they disagree, each party can call in a disinterested citizen of the city of Albany, and a majority of a so-constituted Arbitration Committee shall be final.

ARTICLE 14. Wages shall be as follows: Regular route drivers, \$16.00 per week; in case of sickness should a helper or extra driver be called upon to peddle a regular driver's route, he shall be paid as a regular driver for the time serving. Three-horse truck drivers, \$16.00 per week; extra drivers and helpers, \$14.00 per week all the year round; stablemen, \$15.00 per week all year round. All employees who are at present receiving more than the above wages shall continue to receive the same as heretofore. No one, however, to receive less than the above specified wages.

ARTICLE 15. Only Union men to be employed around the stable or in the stable.

ARTICLE 16. This agreement shall take effect April 1, 1904, and remain in force until March 31, 1905, and if a new agreement shall be presented by either party, a notice of twenty-one days shall be given; and if no new agreement shall be presented by said time so stated, the old or previous agreement shall stand.

ARTICLE 17. The proprietors of all Lager Beer Breweries of Albany hereby agree to use only strictly Union made goods in the production of their beer as long as it is possible to secure them.

ARTICLE 18. The Lager Beer Breweries of Albany, New York, do agree to use the Label of the National Brewery Workmen of America on all their products.

#### (d.) Engineers and Firemen.

*AGREEMENT made by and between the Brewery Engineers and Firemen's Union No. 274 of the United Brewery Workmen of the United States and the Breweries Owned and Operated in the Cities of Albany and Troy.*

SECTION 1. From and after the date of this agreement no engineers or firemen are to be employed who are not members in good standing of the aforesaid mentioned Union, who, by virtue of their working card issued by this organization, can prove to be in good standing with Local Union No. 274.

SEC. 2. It is also agreed upon the part of the undersigned that the minimum rate of wages shall be \$3 per day for engineers and \$2.50 per day

for firemen, eight hours to constitute a day; and there shall be no reduction of the rate of wages now existing in the said breweries, and overtime shall be paid at the prevailing rate of wages.

SEC. 3. It is also agreed upon the part of Local Union No. 274 that in case of sickness, or if a man is discharged, or if a vacancy is caused for any reason, "outside of strikes," said Local Union No. 274 hereby agrees to bind itself to furnish a competent man to fill such vacancy within a limit of eight hours, when properly notified of the same, providing Local Union No. 274 has such man on the unemployed list. In case no such list exists at the time notified the above breweries to be at liberty to employ such man as they see fit, it being understood that said man shall become a member of Local Union No. 274.

SEC. 4. No man to be employed in an engine room or fire room who is a saloon-keeper, or who seeks to obtain a position, either directly or indirectly, through the influence of a saloon-keeper.

SEC. 5. All breweries included in this agreement to be allowed one chief engineer, who shall be exempt from being a member of the Union, it being understood that said chief engineer shall stand no regular watch or trick of duty in the engine room.

SEC. 6. The following shall be sufficient reason for the discharge of anyone employed under this agreement.

- (a) Neglect of duty.
- (b) Dishonesty.
- (c) Incompetency.
- (d) Drunkenness.
- (e) Disrespect to employer or superiors.

No member shall be discharged for doing committee work. Temporary sickness shall be no cause for discharge.

SEC. 7. Beer shall be served to the engineers and firemen during working hours and four times during the night.

SEC. 8. All grievances about violation of rules of this agreement shall be decided by an arbitration committee (unless otherwise amicably adjusted) consisting of three men to be chosen by L. U. No. 274 and three men to be chosen by the respective firms, and in case of disagreement the six so chosen shall appoint a disinterested person as the seventh member, whose decision shall be final.

SEC. 9. It is also agreed by the undersigned that they will employ their engineers and firemen the year round.

SEC. 10. This agreement shall take effect April 1, 1905, and remain in force until April 1, 1906. A notice of twenty-one days shall be given, and if no new agreement is presented by the said time so stated the old or previous agreement shall stand.

JOHN DALY, JR., *Pres. L. U. No. 274.*

WM. M. WATSON,

*Rec. Sec'y L. U. No. 274.*

JOHN FITZGERALD, *Pres. J. L. E. B.*

PAUL KEMMER, *Secretary J. L. E. B.*



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Endorsed by the International Executive Board of the U. B. W. of A.,

LOUIS KEMPER, *National Secretary.*

DOBLER BREWING CO.,

GEO. C. HAWLEY, *President.*

BEVERWYCK BREWING CO.,

JOHN HOFFMAN, *Manager.*

HINCKEL BREWING CO.,

CHAS. A. HINCKEL, *Vice-President.*

HEDRICK BREWING CO.,

WILLIAM HEDRICK, *President.*

JACOB KIRCHNER.

AMSDELL BREWING CO.,

JAMES A. AMSDELL, *Manager.*

TAYLOR BREWING AND MALTING CO.,

N. B. TAYLOR, *Manager.*

CONSUMERS' ALBANY BREWING CO.,

JAMES PURCELL, *President.*

CONWAY BROS. BREWING & MALTING CO.,

HENRY S. CONWAY, *Secretary.*

S. BOLTON'S SONS,

WM. BOLTON, *President & Treasurer.*

THE STOLL BREWING CO.,

FREDERICK A. STOLL, *Treasurer.*

FITZGERALD BROS. BREWING CO.,

THOMAS F. FITZGERALD, *Secretary.*

THE ISENGART BREWING CO.,

P. J. FITZGERALD,

KENNEDY & MURPHY B. & M. CO.,

KYRAN F. WALSH, *Treasurer.*

QUANDT BREWING CO.,

ROBERT MORRIS, *President.*

THE JOHN STANTON BREWING CO.,

WM. P. STANTON, *Manager.*

RUSHER BREWERY,

MICHAEL CAVANAUGH, *President.*

#### EXECUTIVE COMMITTEE:

PAUL KEMMER,

J. BOLAND,

FRED KAPPS,

JOHN K. O'BEIRNE,

ANDREW J. DALY,

JOHN DALY, Jr.

#### BREWERY WORKMEN, NEW YORK CITY

(a.) Brewers (Local Unions 1, 59 and 69).

1. Only members in good standing of Local Unions Nos. 1, 59 and 69 of the International Union of United Brewery Workmen of America, and in possession of a working-card issued by the Joint Local Executive Board of Brewery Workmen of Greater New York and Vicinity can be employed

as inside men. This applies to all men except the following: Foremen, Assistant Foremen, Watchmen, Sternwirth men, Head Kettlemen, Head man in Fermenting room, Head Cellarmen and Head Washhouse men where five or more men are employed who do not regularly perform the work of journey-men, and workmen not classified in this agreement.

2. Workmen recommended by saloon-keepers are not to be employed. Every workman shall be at liberty to reside or board where he chooses.

3. Men may be discharged for reasons satisfactory to the employer, and must be paid to the time of discharge. This clause applies to all departments in a brewery.

4. To avoid discharges during the winter season, the workmen shall be laid off in rotation, impartially, for one week; or all the men shall stop for one or more days in the week. During that time that men are laid off, the heads of departments above mentioned shall not perform the work of those laid off.

5. On all legal holidays except those holidays which fall between May 15th and September 15th, five hours shall constitute a day's work, for which full time shall be paid. If the employer shall shift the lay-off day from the regular lay-off day to a holiday falling between September 15th and the following May 15th, such lay-off day shall be paid for.

6. No member shall be permitted to perform work not appertaining to his line of occupation, except on emergency or when overhauling in winter. This clause applies to all departments in a brewery.

7. No employee shall be compelled to lift full half-barrels three-high, unaided. In breweries where more than ninety half-barrels per hour are racked off, two men shall be put to work setting up.

8. One apprentice will be allowed to every twenty workmen, but he must not be above the age of twenty-one years nor under seventeen. The term of apprenticeship shall be two years, during which the wages of the apprentice shall be \$10 per week. Nevertheless, every brewery is entitled to one apprentice, whose wages shall be \$10 per week.

9. (a) Ten hours in twelve consecutive hours, including two hours for meals, constitute a day's work until September 30, 1905, after which date, to wit, beginning October 1, 1905, ten consecutive hours, including one hour for meals, shall constitute a day's work.

(b) In case overtime is necessary during the week, such overtime shall be paid for at the rate of 50c. per hour. Overtime must be paid for and cannot be taken out. On Sundays, overtime to be paid at the rate of 60c. per hour.

(c) Six working days shall constitute a week.

10. The scale of wages shall be as follows:

(a) Washhouse: Head man at the rate of \$18, and all others at the rate of \$16 per week. This shall not affect breweries where higher rates are paid.

(b) Workmen in the fermenting room, cellar, kettle, shall receive \$18 per week.

11. During working hours, the workmen shall receive beer free of charge, and, where the ticket system prevails, the tickets are to be distributed in sufficient quantities, or according to existing custom.

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12. The business of a representative of the Union, if any, is with the office only. Complaints, if any, must be made in writing. This clause applies to all departments in a brewery.

13. No strike or lockout, sympathetic or otherwise, shall occur in any brewery for any cause whatever other than such as may relate to matters within the purview of this agreement.

14. All grievances raising difficulty between employers and employees shall be adjusted by a Board of Arbitration, such Board to be composed of two members of the employing Brewers' Association and two members of the Local Executive Board of the United Brewery Workmen of New York and Vicinity. In case the Board of Arbitration do not agree, its four members shall select a fifth member and the finding of the Board, so enlarged, shall be final and binding upon both parties to the controversy. Pending decision, no action shall be taken. Said Board of Arbitration shall meet within ten days after notice to that effect.

15. This agreement shall follow existing contracts and shall terminate April 1, 1908. If, at the end of that time, either party wishes to discontinue or amend this agreement, notice to that effect shall be given six months before the expiration thereof.

Dated March 22, 1905.

#### (b.) Beer Drivers (Local Unions 23, 24 and 59).

1. Only members in good standing of Local Unions Nos. 23, 24 and 59 of the International Union of United Brewery Workmen of America, and in possession of a working card, issued by the Joint Local Executive Board of United Brewery Workmen of Greater New York and Vicinity, can be employed as drivers, ale helpers or stablemen.

Only members of the International Union of United Brewery Workmen of America shall be employed in all outside depots and agencies where employees are employed and discharged by the brewer. They shall receive the regular scale of wages prevailing at the location of such depot or agency. This provision is limited to the counties of New York, Kings, Queens, Richmond and Westchester.

2. Men recommended by saloon-keepers shall not be employed. The men shall have the right to board and live wherever they please.

3. Men may be discharged for reasons satisfactory to the employer, and must be paid to the time of discharge. This clause applies to all departments in a brewery.

4. To avoid discharges during the winter season, route drivers and extra drivers shall be laid off in rotation, impartially, for one week, or shall stop one or more days per week. During the lay-off season no outside drivers shall be employed to deliver beer.

5. Stablemen shall be entitled to one day off during each month, such day to be fixed by the stable foreman, and the remaining stablemen shall do the work of the man who is laid off.

6. Drivers are to do all teaming of every description. In case so-called truck drivers or truck owners are regularly employed to deliver beer on a customer-route, unaccompanied by a regular beer driver, such truck drivers must be members of a union affiliated with the International Union of United Brewery Workmen of the United States. In case of emergency, men or trucks may be hired at the pleasure of the employer.

7. Members are not allowed to perform any work appertaining to brewers, firemen or engineers except on emergency or during the winter months when overhauling the brewery plant.

8. The stable boss, foreman or assistant foreman shall not perform any work appertaining to drivers, stablemen or helpers.

9. Stable hands are not allowed to deliver beer as long as drivers in that certain brewery are laid off.

10. During working hours the workmen shall receive beer free of charge, and, where the ticket system prevails, the tickets are to be distributed in sufficient quantities, or according to existing custom.

11. All drivers handling hogsheads or barrels shall have a helper, who must be a union man and is to be paid by the firm; but this shall not apply to shipping nor to occasional deliveries.

12. (a) Beer shall not be delivered on Sundays by brewery trucks or drivers, except excursion or park beer, for which the driver shall be allowed the sum of 60 cents per hour.

(b) Six working days and two hours on Sunday shall constitute a week. The time of work on Sunday shall be regulated by the stable foreman.

(c) Ten working hours in twelve successive hours shall constitute a day's work, whether the driver be on route or otherwise employed; but, in any case, the driver must serve his route.

(d) Should a driver deliver a second load of beer consisting of twenty-five half-barrels or more, after one o'clock P. M., he shall have the help of another man, who need not be a union man, or he shall receive 75 cents for help or extra compensation.

(e) Trucks with four horses must have two men thereon.

13. Wages shall be paid weekly as follows: Route drivers, \$18; extra driver, \$16; stablemen, not less than \$15; ale helpers, \$13. But this shall not apply to breweries where higher wages are paid.

14. Every extra driver or helper, taking the place of a regular driver for more than one day, shall be paid the regular driver's wages.

15. On all legal holidays, except such as fall between May 15th and September 15th, only (5) five hours of labor shall be performed, for which a full day's pay shall be paid; any time beyond such five hours shall be paid for at the rate of double time. But on all legal holidays, the route driver shall serve his route without extra pay. If the employer shall shift the lay-off day from the regular day to a holiday falling between September 15th and the following May 15th, such lay-off day shall be paid for.

16. No strike or lockout, whether sympathetic or otherwise, shall occur in any brewery for any cause whatever other than such as may relate to matters within the purview of this agreement.

17. The business of a union representative, if any, is with the office only. Complaints, if any, must be made in writing. This clause applies to all departments in a brewery.

18. All grievances raising difficulty between employers and employees shall be adjusted by a board of arbitration, such board to be composed of two members of the Employing Brewers' Association and two members of the Local Executive Board of the United Brewery Workmen of New York and Vicinity. In case the board of arbitration do not agree, its four members shall select a fifth member, and the finding of the board, so enlarged, shall be final and binding upon both parties to the controversy. Pending decision,

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no action shall be taken. Said board of arbitration shall meet within ten days after notice to that effect.

19. This agreement shall follow existing contracts and shall terminate April 1, 1908. If, at the end of that time, either party wishes to discontinue or amend this agreement, notice to that effect shall be given six months before the expiration thereof.

Dated March 22, 1905.

#### BREWERY WORKMEN, SYRACUSE AND AUBURN.

*Brewery Workers' Union No. 11, sanctioned by the Local Trades and Labor Assembly and the International Union, places the following conditions.*

1. All employees of ale and lager beer breweries and bottling shops, including assistant foreman and night watchman, must be members in good standing of Local Union No. 11.

When employers need help, members of Local Union No. 11 and Auburn Branch No. 1 shall have the preference.

An employee shall have the right to change his situation at any time.

2. Should an employee be unable to work on account of sickness, he shall be entitled to his former position when he regains his health.

3. All men, excepting those working at the kettle, shall work from 7 A. M. until 5 P. M. each day, except that they shall be allowed one-half hour in the forenoon for lunch and one hour at noon for dinner, which time shall constitute a day's labor and six days shall constitute a week's work. For three (3) months during the dull season in the winter, five (5) working days shall constitute a week's work with five day's pay, so that during said three months all hands lay off one day each week, which shall be fixed by the bosses. Should any work be required on that particular day, the men can be called on alternatively to perform the work on that day at the common wage rates. Overtime work during above mentioned dull season shall not be allowed. No employee shall be laid off during the entire year.

4. The working hours for night watchmen are from 6 P. M. until 6 A. M. Each night watchman shall be entitled to a vacation of one week (7 days) with full pay. The vacation may be taken at one time. Night watchmen are not allowed to do any kind of brewery work.

5. The following days shall be considered legal holidays, viz: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and New Years. No work to be done on these days, but regular wages to be paid in full.

6. No member of a committee executing orders in the interest of the union is to suffer on account of the discharge of his duties as such.

7. No union men to be discharged without good reasons.

8. Brewery proprietors agree to use union made malt only.

9. The scale of wages to be as follows:

Employees in the warehouse.....	\$14 00	per week.
Night watchmen .....	14 00	"
Employees in the fermenting room.....	16 00	"
Employees in the cellar and haspulant..	16 00	"
Washhouse boss .....	16 00	"
Overseers at the kettle, fermenting room and cellar (no matter if only one man is employed in these depart- ments) .....	18 00	"

First man in bottling shops not less than	15 00 per week
All other help in bottling shops not less than	13 00
than . . . . .	"
Present higher wages shall not be reduced.	

All weekly overtime must be paid for at 50 cents per hour and Sunday work at 70 cents per hour.

Overseers' wages for Sunday work shall be paid accordingly.

10. When ten (10) or more men are employed in a brewery, an apprentice may be engaged, provided, however, that no member of Local Union No. 11 or Auburn Branch No. 1 be out of employment, the same shall not be less than seventeen (17) or more than twenty-one (21) years of age. Wages for an apprentice shall be ten (10) dollars per week for the first year and twelve (12) dollars per week for the second year.

11. Wages shall be paid weekly and beer served free of cost as heretofore.

12. Each bottling firm, employing one or more inside union men has the right to employ one boy, said boy to become a member of this union at the age of eighteen years. No union bottler to be laid off as long as a boy is kept working.

13. Managers in bottling shops are not allowed to do work belonging to the men.

14. In case of absence of any first man, the man who takes his place shall receive the same pay as the first help.

15. All these stipulations to go into effect as soon as signed, dating from May 1, 1905, and shall remain in force for two (2) years until May 1, 1907.

Signed: Anton V. Altmann; The Haberle-Crystal Spring Brewing Company, by Edwin C. Hall, Treas. and General Manager; Bartels Brewing Company, by Herman Bartels, President; The George Zett Brewery, by George Zett, President; Burbank Bottling Company, by C. H. Reynold, Treasurer; Friedel & Gebhard; C. K. Underwood, trustee, for Greenway Brewing Company; Thomas Ryan's Consumers Brewing Company, by M. O'Melia, Manager; Moore & Quinn; Great Northern Brewing Company, by N. Hoffman, Treasurer.

Endorsed by the International Executive Board, Cincinnati, O., March 30, 1905; endorsed by the Local Executive Board; endorsed by the Local Union No. 11, Frederick Huber, Secretary; endorsed by the Central Trades and Labor Assembly.

#### BUTCHER WORKMEN (BOLOGNA SAUSAGE MAKERS), NEW YORK CITY.

[Proposed agreement signed by 30 concerns, many of which in course of the strike against 40 concerns that rejected the contract revoked their signatures. See Table I, p. 42; also Department of Labor Bulletin, March, 1905, pages 28-29.]

*This agreement made and entered into this . . . . . day of . . . . . nineteen hundred and four, by and between the Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor Local Union No. 174, of New York, party of the first part, and Mr. . . . ., of the City of New York, party of the second part, witnesseth as follows:*

I. The said party of the second part agrees, that during the term of this agreement, he will not employ in his shop or shops, any but members in good standing of the said party of the first part, and will hire his help through the employment office of the union only.

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II. That a week's labor for all such employees shall consist of six days, and that the working hours for bologna makers or pork butchers shall be sixty hours per week, and in weeks containing a legal holiday fifty-five hours. Overtime shall be paid for at the rate of thirty cents per hour.

Work performed before five o'clock A. M. shall be paid for at the rate of sixty cents per hour. Not more than six hours overtime shall be made; every hour over six hours overtime shall be paid for at the rate of sixty cents per hour.

III. On holidays the work shall not be of more than five hours duration, and all work performed after expiration of that time shall be paid for at the rate of sixty (60) cents per hour. In case a man does not work a full week, all hours over the regular time is considered as overtime. It is agreed and understood that no work be performed on Sundays and on Labor Day.

IV. And it is further agreed by and between both parties, that the minimum scale of wages of employees are as follows: For bologna makers and pork butchers, for first hand not less than sixteen dollars (\$16.00); for second hand not less than fourteen dollars (\$14.00); for third hand not less than twelve dollars (\$12.00). Firms employing from two to six hands, one third hand to be employed. Firms employing six hands and over shall be entitled to one third hand for every six hands employed. For ham-boners, for first hand not less than eighteen dollars (\$18.00); all others not less than fifteen dollars (\$15.00), it being agreed and understood that the wages of steady employees shall be paid every Saturday in cash, and to temporary employees after they finish their work.

V. Temporary employees shall receive not less than two dollars and fifty cents (\$2.50) for ten hours' work, overtime to be paid for to them as agreed in Article II of this agreement. In case where a member is injured or sick and unable to work he shall be entitled to hire an extra man who is able to fulfill his position.

VI. It is agreed and understood that no employee shall be discharged for services rendered to the organization.

VII. Any foreman shall be a member of the union as long as he performs physical work.

VIII. Delivery drivers shall not perform any inside work after the other employees have left the building.

IX. Any employee detected of wilfully and maliciously spoiling any of his employer's goods shall be promptly reported to the union, and when proven guilty shall be fined not less than twenty-five dollars (\$25.00).

X. The term of this agreement shall be one year, and shall be in force and binding until the first day of October, nineteen hundred and five.

In consideration of the true and faithful performance of these covenants by the party of the second part, the party of the first part agrees to furnish to him upon request good and reliable workmen for his said business, also to allow him to use the shop card and label of the Amalgamated Meat Cutters and Butcher Workmen of North America.

It being agreed and understood that the said shop-card and label are and remain the property of the party of the first part and said party of the first part shall have a right to withdraw the same, if the said party of the second part fails to comply with the provisions of this agreement.

*IN WITNESS WHEREOF* both parties have affixed their signatures this  
..... day of ..... nineteen hundred and four.

Approved by the International Executive Board.

HOMER D. CALL, *Secretary-Treasurer*.

Syracuse, September 29, 1904.

## **XII. BUILDING INDUSTRY.**

### **ALBANY BRICKLAYERS AND MASONS' LABORERS.**

[Terminating dispute of May 1-6, described in Table I, page 48, and Section III.]

*Articles of agreement, entered into this day, May 1, 1905, by and between the Master Masons of Albany, N. Y., party of the first part, and the Bricklayers' and Masons' Laborers' Union No. 1, of Albany, party of the Second part.*

#### **ARTICLE I.**

1. Eight hours shall constitute a day's work, commencing at 8 A. M. and ending at 5 P. M., with one hour for dinner.

2. Extra compensation for all overtime shall be as follows: From 6 P. M. until 7 A. M., including Sundays and holidays shall be double time.

3. The wages of all members of the party of the second part shall not be less than 28 $\frac{1}{2}$  cents per hour, to take effect May 1, 1905, and remain in effect until May 1, 1906.

#### **ARTICLE II.**

1. Our work is and shall be supplying brick, stone and mortar in hods or wheelbarrows, the screening of sand, the making of concrete, the making of scaffolding for buildings, etc., the entirety of this work to be done by none other than union men.

#### **ARTICLE III.**

1. It is further agreed that the Master Masons of Albany, N. Y., parties to this agreement, shall employ none but members of the Bricklayers' and Masons' Laborers' Union No. 1, of Albany, N. Y.

2. In case where the party of the second part cannot furnish sufficient workmen, the party of the first part can employ others not members of the union of the party of the second part, who shall become members of the union if qualified to perform the work.

3. This agreement shall remain in effect for one year beginning May 1, 1905, and ending May 1, 1906. Either party to this agreement desiring a change or renewal shall give less (*sic*) than ..... days' notice and if no notice is given this agreement shall continue in effect for another year.

### **AUBURN ELECTRICAL WORKERS.**

[Cf. dispute described in Table I, page 46.]

*This agreement, made and entered into this 1st day of May, 1905, by and between the Electrical Contractors of Auburn, N. Y., party of the first part, and Local Union No. 394, of the I. B. E. W. of America, party of the second part.*

Witnesseth, that the parties hereby agree to and with each other as follows:

FIRST. Eight hours shall constitute a day's work, from 8 A. M. till 12 M., and from 1 to 5 P. M.



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**SECOND.** Wiremen to report at shop or foreman of job on which they are working at 8 A. M. and 1 P. M.

**THIRD.** All over eight hours per day and night work up to 12 P. M. shall be paid for at the rate of time and one-half. After 12 P. M. and Sundays and holidays mentioned in this agreement, double time shall be paid.

**FOURTH.** The legal holidays for purposes of this agreement shall be New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

And when any of the above-mentioned holidays fall on Sunday the following day shall be observed.

**FIFTH.** The minimum rate of wages for journeymen shall be \$2.50 per day.

**SIXTH.** There shall be but one helper or apprentice to every two journeyman employed by a contractor, said contractor not to be considered as a journeyman.

A helper or apprentice shall be worked only under the personal direction of a journeyman. The working rules governing helpers or apprentices shall be the same as those governing journeymen.

**SEVENTH.** Wiremen working out of town shall be allowed their traveling expenses, and if unable or requested by their employers not to return to their homes they will receive their living expenses in addition to their regular wages.

**EIGHTH.** No contractor shall employ anyone on electrical work covered by these regulations who is not in possession of a paid-up card of Local Union No. 394 of Auburn, N. Y., or an unexpired permit duly authorized by said local. Men working under a permit shall be governed by the working rules of this agreement.

**NINTH.** Contractors that do not employ a journeyman shall not be allowed either a helper or an apprentice and must employ at least four journeymen to be allowed two helpers or apprentices.

**TENTH.** No worker shall be allowed to work for a contractor who refuses to sign this agreement, and the union will do its best to have such contractors declared unfair.

**ELEVENTH.** Workmen shall be paid in full on Saturday of each week at 4 P. M. with their pay placed in an envelope with their name, number of hours and amount of pay plainly marked on the outside of the envelope.

**TWELFTH.** Contractors shall furnish all tools for conduit work, also drills and bits over eighteen inches long and all special tools.

**THIRTEENTH.** No non-union men shall be employed by the party of the first part, and no work shall be sub-let to others than those who sign this agreement.

**FOURTEENTH.** The party of the second part shall see to it that the doing of electrical work by other than members of Local Union No. 394 is stopped, so far as it lies in their power.

**FIFTEENTH.** No electrical worker shall be allowed to do any jobs which properly belong to the party of the first part while in their employ.

**SIXTEENTH.** Any contractor signing this agreement and doing electrical work with his own hands shall pay this union monthly dues of \$1 for a special working card, dues to be paid in advance on or before the first day of each month.

But it is distinctly understood that no contractor holding such card will be entitled to any benefits from this local or international body.

SEVENTEENTH. Any contractor signing this agreement shall not be allowed to work more than eight hours a day; and it is distinctly understood that not more than one member of a contracting firm will be allowed to do electrical work.

EIGHTEENTH. Any violation of these rules, if on the part of any contractor, he shall immediately be notified, and if on the part of a wireman the secretary of the union shall be notified and action must be taken on such differences within three working days after notification and upon a failure to satisfactorily adjust such differences they must immediately be referred to an arbitration committee, and be acted upon within one day thereafter.

This committee shall consist of five members, two representing the workmen, two representing the employer, and these four, if unable to agree, select a fifth, who is not directly interested. The decision of this committee upon the question in dispute shall be final and binding upon the parties to the arbitration.

This agreement to be for the term of one year from May 1, 1905, to May 1, 1906. And if there is any change contemplated by either party at its termination, notice in writing shall be given by the parties contemplating such change at least two months prior to the expiration of this agreement.

#### COHOES PAINTERS AND PAPERHANGERS.

[Agreement involved in dispute of May 5-June 10, described in Table I, page 48.]

I, the undersigned boss painter of Cohoes, N. Y., do hereby agree to the following with the Painters' Local No. 71, affiliated with the American Federation of Labor, National Building Trades' Council, and Central Federation of Labor of Cohoes:

SECTION 1. I agree to employ none but Union Painters, Decorators and Paperhangers affiliated with the American Federation of Labor, National Building Trades' Council and Central Federation of Labor, and to pay thirty-one and one-quarter ( $31\frac{1}{4}$ ) cents per hour; that eight hours shall constitute a day's work; to pay time and one-half for all overtime; double time to be paid for Sundays and holidays, such as Thanksgiving, Christmas, New Year's, Fourth of July, Decoration Day and Labor Day, except as provided in section 2.

SECTION 2. When men are employed in Albany or Troy they shall receive the same union scale that is paid in those cities.

SECTION 3. When work is located so far away that workmen have to take cars or ferry, the fare shall be paid both ways by the employer, and if a workman cannot get back home after his day's work is done, the employer shall pay his board and lodging, which shall not be charged against the workman.

SECTION 4. When non-union men are employed in any shop or on any job, employees shall have the right, after investigating the matter, to quit work, until the same has been adjusted before returning to work, without violating this agreement.

SECTION 5. There shall be but one apprentice in each shop.

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SECTION 6. That the employees begin work at 8 A. M. and quit at 12 M. Begin at 1 P. M. and quit at 5 P. M.

SECTION 7. The above agreement to go into effect April 1, 1905, and enduring till April 1, 1906.

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#### GLENS FALLS PLUMBERS.

[An account of the circumstances attending the formulation of this agreement appears in Section III of this Report.]

*AGREEMENT made April 1, 1905, by and between the Master Plumbers' Association of Glens Falls, N. Y., and Plumbers' Union, No. 225, of Glens Falls, N. Y.*

I. The Master Plumbers' Association of Glens Falls, N. Y., hereby agree that on and after April 1, 1905, the members will employ none but union men in good standing of the United Association of Journeymen Plumbers, Gas Fitters, Steam Fitters, and Steam Fitters' Helpers of the United States and Canada.

II. That nine hours shall constitute a day's work, from 7 o'clock A. M., until 5 o'clock P. M. Eight hours shall constitute a day's work on Saturday. That all overtime shall be paid for at the rate of one-half, regular pay, except from 4 o'clock Saturday evening until 7 o'clock Monday morning and the following legal holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, which shall be paid for at the rate of double pay.

III. That \$3.25 per day shall be the minimum rate of wages for all men who have worked at the trade five years or more, except steam fitters' helpers, who shall receive one dollar and seventy-five cents (\$1.75) per day.

IV. Members working outside of Glens Falls, members of Local No. 225, for a Glens Falls firm, shall work according to these rules and have their board paid, and be paid for time consumed in traveling. For distances of 25 miles or less, fare shall be paid by firm once a week to and from job.

V. Members of Local No. 225 going to work at 7 A. M. shall not receive less than five hours' pay, and working over five hours not less than one day's pay.

VI. Local Union No. 225 hereby agrees that no member thereof shall work within the jurisdiction of this agreement for anyone who is not a member of the Master Plumbers' Association of Glens Falls, N. Y.

VII. It is hereby mutually agreed that all matters in dispute between the members of the two bodies to this agreement shall be referred for settlement to a standing arbitration or conference committee composed of five members of the Master Plumbers' Association and five members of Local Union No. 225, and that the decision of said committee shall be accepted as binding on all parties hereto.

These articles of agreement shall remain in full force for one year from April 1, 1905, to April 1, 1906.

Pres. M. P. A.  
Sec. M. P. A.

Pres. P. U.  
Sec. P. U.

MIDDLETOWN AND GOSHEN BRICKLAYERS AND MASONS.

MIDDLETOWN, N. Y.,.....1905.

*AGREEMENT between the Mason Contractors and Bricklayers' and Masons' & Plasterers' Union No. 68 of the City of Middletown, N. Y., to take effect April 1, 1905, and to stay into effect until April 1, 1906.*

It is hereby agreed,

FIRST. That the wages of the Bricklayers and Masons and Plasterers shall be 50 cents per hour; 8 hours to constitute a day; that the hours of labor shall be from 8 A. M. to 5 P. M., one hour for lunch.

SECOND. That except in cases of extreme necessity no work shall be done before 8 A. M. and after 5 P. M. All work before and after shall be time and one-half, except holidays and Sundays, which shall be double time. The following are the legal holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

THIRD. That the men shall receive their wages every week and not later than 5 P. M. Saturday.

FOURTH. That the men shall charge time while transferring from one job to another on the same day.

FIFTH. That this union, either collectively or individually, shall not order any strike against the Mason Contractors, nor shall any member leave the work of a Mason Contractor before the matter in dispute is brought before a joint arbitration committee for settlement.

SIXTH. That laborers will not be allowed to do any part or parts of mason work whatever.

SEVENTH. That delegates and stewards must not be interfered with in the discharge of their duties as inspectors and protectors of union laws.

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 .....  
 .....

*Committee.*

GOSHEN.

FIRST. That the wages of the masons of Union 68 in and around the town of Goshen shall be three dollars and sixty cents (\$3.60) for nine hours' work, except Saturday, which will be eight hours at three dollars and sixty cents (\$3.60) per day. All contract work shall be paid at the rate of four dollars (\$4.00) per day.

SECOND. All work that Middletown bosses figure on shall be eight hours at four dollars (\$4.00) per day. All overtime same as Middletown.

## NEW YORK CITY BUILDING INDUSTRY.

[The arbitration plan proposed by the Building Trades Employers' Association and accepted under protest by the unions in July, 1903, was not entirely satisfactory. While numerous differences have been submitted to arbitration under the plan, there were still occasional strikes, and beginning in midsummer, 1904, there was a succession of disputes so closely related that they are tabulated as one dispute in Table I (page 44) and described under one head in Section III; while the strikes of the sheet metal workers (Table 1, page 50) and the marble workers (page 28) are tabulated separately. The joint arbitration plan was revised at a convention of employers and workmen, April 22, 1905, an account of which was published in the Department of Labor Bulletin June, 1905, pages 158-169.]

*Joint arbitration plan between the Building Trades Employers' Association and the unions of the building trades of the City of New York, adopted by a convention of representatives of the several employers' associations and unions of the building trades on April 22, 1905.*

SECTION 1. This arbitration plan shall govern the relations between the members of the Building Trades Employers' Association and the unions, parties to this plan, employed by them on buildings or structures under construction or alteration, and in such shops as were unionized and recognized as union shops by the Building Trades Employers' Association on or after July 3, 1903, and in the shops where trade agreements provide that this plan shall govern; and it shall apply within all the territory known as Greater New York, unless otherwise specified in trade agreements. This plan applies to the mechanics of the trades and those helpers' organizations from which the mechanics of the trades are largely derived.

SECTION 2. The unions as a whole or as a single union shall not order any strike against a member of the Building Trades Employers' Association, nor shall any number of union men leave the works of a member of the Building Trades Employers' Association, nor shall any member of the Building Trades Employers' Association lock out his employees.

SECTION 3. The employers parties to this arbitration plan agree to employ members of the trade unions only, directly or indirectly, through sub-contractors or otherwise, on the work and within the territory as described in section 1 of this plan.

SECTION 4. There shall be a general arbitration board, consisting of two representatives from each employers' association, affiliated with the Building Trades Employers' Association and two representatives from each union recognized as a party to this plan.

SECTION 5. The general arbitration board shall exercise the powers delegated to it by the several provisions of this plan; shall determine the manner of adjustment of any dispute which is not specifically covered by this plan; shall adopt and amend a code of procedure; and shall determine the manner in which and by whom the expenses of special arbitration boards shall be paid.

SECTION 6. Each association of employers and each union of employees, parties to this plan of arbitration, shall elect semi-annually, two arbitrators and two alternates, who shall serve for six months or until their successors are elected. In case of the inability of an arbitrator and his alternate to attend, an association of employers or a union of employees may appoint a temporary substitute. All representatives of employers' associations on the general arbitration board shall be engaged in, or officers of a corporation engaged in the trade they represent. All representatives of the unions on the general arbitration boards shall be working at their trade.

SECTION 7. Regular meetings of the general arbitration board shall be held once each month. Special meetings may be called by the chairman or the executive committee, and shall be called upon the filing with the secretary of a written request from five organizations represented in said board.

SECTION 8. At all meetings of the general arbitration board and the executive committee a majority vote shall carry any question, including the election of officers; except a member call for a division, when, in order to carry a question or to elect an officer, it shall require a majority vote of the representatives of each side present and voting. In case of disagreement and inability of the body to agree upon a motion a conference committee shall be appointed, which shall report a motion or motions to the meeting.

SECTION 9. The chairman and the vice-chairman of the general arbitration board shall be elected semi-annually by and from the members of the general arbitration board, and shall hold office until their successors are elected. One of these officers shall be an employer and the other an employee.

SECTION 10. The general secretary shall be elected by the general arbitration board for a term of one year and shall serve until his successor is elected.

SECTION 11. The cost of maintaining the headquarters of the general arbitration board, including the salaries of the secretary and his assistants, shall be divided equally between the Building Trades Employers' Association and the unions collectively.

SECTION 12. The general arbitrators must be given power by the organizations they represent.

SECTION 13. The headquarters of the general arbitration board shall not be the meeting room nor the club rooms of any association of employers or employees.

SECTION 14. There shall be an executive committee of the general arbitration board, which shall consist of twelve members of said board, six of whom shall be elected by the representatives of the unions in the general arbitration board, and six of whom shall be elected by the employers' representatives in the general arbitration board.

SECTION 15. The executive committee shall exercise the powers delegated to it by the several provisions of this plan; shall have control of all receipts and expenditures; shall act as a board of conciliation; shall exercise all the powers vested in the general arbitration board between the regular meetings of said board, except the power to amend the code of procedure and fix the expenses of special boards. It shall report all its proceedings to the general arbitration board. The committee shall meet once a week or upon the call of the secretary.

SECTION 16. The executive committee first elected shall divide itself by lot into six classes, so that one employer and one employee shall serve one, two, three, four, five and six months, respectively. At the expiration of the term of each committeeman his successors shall be elected to serve for a period of six months.

SECTION 17. All decisions of the executive committee shall be final and binding upon all the parties to this arbitration plan unless disapproved by the general arbitration board, in the following manner: Upon the receipt of the report of the executive committee any decision of the executive committee may be subject to review by the general arbitration board at the request in

writing of an association of employers or employees under seal of the organization and endorsed by a majority vote of the representatives of either side present and voting. In the case of such review the question before the board shall be, "Shall the decision of the executive committee be disapproved?" If the decision is disapproved the general arbitration board shall proceed to dispose of the question.

SECTION 18. All complaints shall be addressed to the secretary, in writing, who shall endeavor to adjust them and report them to the executive committee.

SECTION 19. Where a trade agreement exists between an employers' association and a union, all disputes in that trade shall be settled by a trade board of arbitration with an umpire, if necessary. The decision of said board or umpire shall be final. Should the trade board fail to agree upon an umpire, or should either side fail to abide by the decision of the trade board or the umpire, the question shall be referred to the general arbitration board, for action, within twenty-four hours after such failure or refusal.

SECTION 20. Should a dispute arise in a trade in which there is no trade agreement between the employers' association and the union of the trade, or between an employer and a union between whom there is no trade agreement, said dispute shall be referred to the general arbitration board.

SECTION 21. In the case of a dispute concerning a question of jurisdiction of trade or a dispute caused by conflicting provisions of two or more trade agreements, the complainant shall notify the general secretary, and the secretary shall immediately call a conference of the unions and employers' associations interested. The conference shall settle the dispute by conciliation, if possible, or refer it to arbitration, if necessary. Pending the adjustment of the dispute, the work shall be performed by such mechanics members of unions parties to this plan as the trade contractor for the work may have elected to employ. In case a refusal or failure on the part of any union or employers' association concerned to adjust such a dispute in the manner above described, within twenty-one days after the filing of the complaint, the dispute shall be submitted to the general arbitration board or the executive committee, which shall determine whether the question at issue is a subject for arbitration. Should the general board or executive committee decide that the question is a subject for arbitration, it shall refer the case to a special board, provided the dispute cannot be adjusted by conciliation.

SECTION 22. The work that has been heretofore recognized to be in the possession of a trade shall not be submitted to arbitration; provided, when possession is claimed by a party or parties to a jurisdiction of trade dispute, that question shall be decided by the executive committee, and in case of a disagreement the executive committee shall refer the question to an umpire. If the executive committee or the umpire decides that the work has not been in the possession of a trade, the question of who shall perform the work shall then be referred to a special board of arbitration.

SECTION 23. "Unskilled trades" are hereby defined to be those of laborers, helpers or workers from whose ranks mechanics of a particular trade are not regularly recruited. Any difficulty arising in the unskilled trades may be adjusted in accordance with the provisions of this plan, through the mechanics of the trade in which the unskilled are working; and should the

mechanics of a trade repeatedly refuse to file a complaint it may be presented upon the written request of five organizations, parties to this plan.

SECTION 24. Special arbitration boards shall consist of not less than four members, and shall be chosen from the members of the general arbitration board. They shall meet within twenty-four hours when notified by the general secretary.

SECTION 25. It shall be the privilege of any union or employers' association, through its representatives on the general arbitration board, to select the members of a special board to act for them, but no general arbitrator can act when the dispute is occurring in the trade which he represents. In case of the failure of any party to a complaint to select arbitrators within two weeks after an arbitration by a special board has been ordered, the executive committee shall select the necessary arbitrators.

SECTION 26. The arbitration papers are to be drawn by the general secretary, and shall contain a specific statement of the question in dispute, and a provision that all parties agree to abide by the decision of the special board or the umpire. The umpire must be selected before the case is opened. In case of refusal of any party to sign the arbitration papers, the executive committee shall determine, from the papers in the case, the specific question to be arbitrated.

SECTION 27. The arbitration papers must be properly signed, and sealed by the contending parties, each party receiving its copy. After a careful hearing of the case, stenographically reported, the verdict obtained by a majority vote cast so as to include at least one representative of each of the contending parties, or a decision of the umpire shall be final and binding. No organization of employers or employees shall be permitted to alter, or amend, any decision or part thereof rendered by the general board, executive committee or a special board of arbitration.

SECTION 28. Members of special arbitration boards who may be in the employ of members of the Building Trades Employers' Association are guaranteed re-employment by their firm or corporation when the special board on which they shall have served has disposed of the case.

SECTION 29. No lawyer is to act as arbitrator, counsel or advisor at any proceeding held under this plan.

SECTION 30. Business agents of the unions, parties to this plan, shall be permitted to enter all shops, buildings or structures described in section 1.

SECTION 31. When the conditions established by this arbitration plan are not maintained in a shop or on a job by employers or employees, not parties to this plan, the plan shall not apply in this particular shop or on the particular job for the time being; provided, the non-maintenance is proven to the satisfaction of the executive committee of the general arbitration board and the dispute cannot be adjusted by it within twenty-four hours.

SECTION 32. The Building Trades Employers' Association agrees that its members and the labor unions collectively agree that the several unions and their members shall faithfully observe and abide by the provisions of this plan, and the labor unions collectively agree to maintain the wages, hours and other conditions of employment prescribed by the several trade agreements and this arbitration plan, wherever members of any trade union,



parties to this plan, are employed within the territory covered by this plan.

SECTION 33. After the date of the adoption of this plan, no union shall become a party thereto without the consent of the general arbitration board, but should the general arbitration board disagree on the question of admitting a union, it shall refer the case to arbitration.

(b.) Proposed Arbitration Agreement in Brooklyn.

[In June, 1905, a joint committee of the Employers' League of Brooklyn and the Brooklyn Board of Delegates formulated the following agreement, which, however, failed of ratification on the part of the former organization.]

*This agreement made this 19th day of June, nineteen hundred and five, between the Employers' League of the Borough of Brooklyn, City and State of New York, party of the first part, and the representatives of the labor unions in the building trades of the same place, party of the second part. Witnesseth.*

That the said party of the first part agrees to employ on buildings union labor only.

1. The party of the second part shall furnish to employers having a membership in the Employers' League, union labor sufficient to carry on their work, and failing to do so, the employer may, thirty-six hours after having served a written demand for men, employ any men whom he or they may be able to obtain.

2. No change shall be made in the labor unions now a part of the Board of Representatives without the consent of the party of the first part hereto.

3. Wages and hours of employment shall remain as they exist at the present time.

BOARD OF ARBITRATION.

I. The Board of Arbitration shall be composed of two representatives from each union party to this agreement and two representatives from each trade represented in the Employers' League.

II. The Board of Arbitration shall elect a general secretary and maintain suitable offices for the transaction of business. The cost of same shall be equally divided between the parties hereto. All questions as to the jurisdiction of trades and all questions of sympathetic strikes or lockouts must be referred to this Board.

EXECUTIVE COMMITTEE.

I. There shall be an Executive Committee of the General Arbitration Board, which shall consist of twelve (12) members of said Board, six of whom shall be elected by the representatives of the unions in the General Arbitration Board, and six of whom shall be elected by the employers' representatives in the General Arbitration Board.

II. The Executive Committee shall exercise the power delegated to it by the several provisions of this plan; shall have control of all receipts and expenditures; shall act as Board of Conciliation; shall exercise all the powers vested in the General Arbitration Board, between the regular meetings of said Board.

## COMMITTEE OF ARBITRATION.

I. All differences arising between employers and employees shall first be referred to a committee of the Board of Arbitration. This committee shall consist of two members of the Employers' Association and two members of the labor unions. One member on each side shall be from the trade affected.

II. These four men so chosen shall select an umpire before taking up the matter in dispute who shall not be a member of the trade affected, and they shall, with the umpire, constitute an Arbitration Committee.

III. The decision of any three members of this Arbitration Committee shall be final and conclusive as regards the matter in dispute, and be binding upon the parties hereto.

IV. Any person or firm having a grievance shall draw up a complaint stating specifically the thing or things complained of, and such complaints, duly signed, shall be filed with the general secretary. The general secretary shall at once notify the president of the Employers' League and the president of the Board of Representatives, and also the person or firm against whom the complaint is made, inclosing with such notices a copy of the complaint, stating the hour and day of meeting of Arbitration Committee.

V. The president of the Employers' League and the president of the Board of Representatives shall immediately on receipt of said notice, each appoint two members of the Board of Arbitration to hear and decide the matter in controversy.

VI. The Arbitration Committee shall meet on the day following, and proceed with all proper haste to the hearing and deciding of the case. The decision of the majority vote of this committee shall be final and binding on all parties.

## STRIKES AND LOCKOUTS.

I. No union shall order a strike against any member of the Employers' League, nor shall any member of the Employers' League lock out his employees before a decision is rendered by the Arbitration Committee.

This agreement shall continue until January 1, 1906.

## NEW YORK CITY CARPENTERS AND JOINERS.

[Terminating the dispute of Aug. 8, 1904-April 26, 1905, described in Section III and in Table I, p. 44.]

*Agreement, made this 26th day of April, 1905, by and between the Master Carpenters' Association of the City of New York, party of the first part, and the United Brotherhood of Carpenters and Joiners of America, Joint District Council of Greater New York.*

## ARTICLE I—OBJECT.

In order to prevent any strike or lockout, and to insure a peaceable adjustment and settlement of any and all grievances, disputes and differences that may arise between any employer in the Master Carpenters' Association and the mechanics affiliated with Joint District Council of Greater New York,—

Both parties to this agreement do hereby adopt as a basis of settlement, the joint arbitration plan, approved at a joint conference of the Building

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Trades Employers' Association and representatives of the various unions on July 3 and 9, 1903. (A copy of which is attached, and made a part of this agreement.)

And they further agree that they will abide by the decision of said arbitration as associations, and use any and all lawful means in their power to compel their members to abide by said decisions.

In the event of the joint arbitration committee failing to come to any agreement within three (3) weeks after the filing of the complaint, it shall be submitted to the higher court, provided for in said arbitration plan.

#### ARTICLE II.

That both parties to this agreement shall appoint a committee of eight members with full power to act for the association and the union, which shall form the joint arbitration board provided for in the attached arbitration plan, to whom shall be referred all questions in dispute for adjustment, and also the drafting of a new agreement for the ensuing year, at least sixty (60) days prior to the expiration of this agreement.

Their names and addresses to be sent at once to the secretary of the Master Carpenters' Association, whose duty it shall be to call them together for the purpose of organizing said board (eleven members of which shall constitute a quorum for the transaction of business).

Both sides, at all meetings of said board, shall have an equal number of votes on all questions, whether all their members are present or not.

Either side to have the privilege of calling the board together when there is any question to be brought before it.

Twenty-four hours notice to be given all members of said board for any regular or special meeting.

All questions in dispute to be settled by a majority vote or decision of an umpire.

#### ARTICLE III.

Both parties shall at once, after the signing of this agreement, elect their two (2) general arbitrators provided for in the attached plan of arbitration.

#### ARTICLE IV.

Principles on which agreement is based:

1. That there shall be no limitation as to the amount of work a man shall perform during his working day.

2. There shall be no restriction to or discrimination against the use of any manufactured material made by wood workers, except non-union and prison made. This shall not apply to any flooring or machine planed timber or lumber, or to any manufactured material made by members of any regularly organized Wood Working union in existence at the time of the signing of this agreement.

3. There shall be no restriction of the use of any machinery or tools.

4. That no person, except the business agent, shall have the right to interview the workmen during business hours. Shop or job stewards wishing to examine workmen's cards must do so before 8 A. M., between 12 and 1, or after 5 P. M.

5. That the use of apprentices shall not be prohibited, and they shall not be members of any union until their apprenticeship is completed. Said

apprentice shall commence before he is eighteen (18) years of age and terminate in four (4) years, and then he shall become a member of the union. One apprentice to be allowed to every ten (10) carpenters, taken from average employment of carpenters the previous year.

6. The superintendent, also the shop and permanent foreman (who need not belong to any union), shall be tried by and subject only to the decision of the joint arbitration board for any cause whatsoever that may be brought against them while acting in that capacity. Definition of the permanent foreman is, the man in charge of the job. He shall not use tools more than ten per cent (10%) of the time during the progress of the job over which he has charge, and there shall be but one permanent foreman on each job.

7. The journeymen shall have the privilege of working for whomsoever they may see fit, according to the terms of this agreement, and the employers be at liberty to employ or discharge whomsoever they may see fit, according to the terms of this agreement.

#### ARTICLE V—HOURS OF LABOR.

1. That eight (8) hours shall constitute a day's work, between the hours of 8 A. M. and 5 P. M., for all week days except Saturday, when work shall stop at 12 o'clock noon, with four hours' pay for that day.

2. That double time shall be allowed for all work done on Saturday afternoon, Sunday, legal holidays and all overtime on the week days.

3. It is further agreed that no work shall be performed on Sunday or legal holidays except in cases of necessity or emergency, and that no work shall be performed on Saturday after the hour of 12 noon, unless notice be given to secretary of joint district council prior to 10 A. M. on said Saturday, stating shop or building where work is to be performed and number of men required, when double time shall be allowed—the members of the Master Carpenters' Association and unions thoroughly recognizing Saturday afternoon as a holiday.

The legal holidays referred to in this article are New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, and Christmas Day.

#### ARTICLE VI.

The minimum rate for journeymen carpenters' pay for shop work shall be \$3.78 per day.

The machine hands' pay for shop work shall be \$3.78 per day.

The journeymen carpenters' pay for jobbing and work in buildings shall be \$4.50 per day.

The pay for framers in buildings shall be \$4.50 per day.

The members of the above named unions agree not to work for any one not a member of the Master Carpenters' Association for a less rate per day than is specified in this article, and shall not handle any manufactured materials not permitted to be used by the members of the Master Carpenters' Association under the terms of this agreement.

That the rate of wages to apply to the Borough of Manhattan only, and carpenters working for any member of the Master Carpenters' Association sent to work in any locality outside of the Borough of Manhattan, must be paid the wages of Manhattan Borough, \$4.50 per day. But the members

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of the Master Carpenters' Association doing work outside of the Borough of Manhattan shall have the right of employing men at the prevailing rate of wages in that locality.

#### ARTICLE VII.

All questions as to the jurisdiction of trade, or violations of agreement, shall be referred to the joint arbitration board for adjustment, and if failing to agree, shall by them be referred to the higher court of arbitration provided for in the attached arbitration plan and settled.

#### ARTICLE VIII.

This agreement shall only apply to mechanics in the carpenter trade known as carpenters, stair builders, machine hands, framers, and not to laborers or apprentices. The members of the Master Carpenters' Association may employ unskilled labor to carry in, unpack and distribute materials about the buildings, but said unskilled labor shall not be employed to cut up or put up any of said materials, or set any window frames, build any bridges and fences, or make or set any centers (except for flat floor arches), the same being strictly carpenters' work.

#### ARTICLE IX.

That any member of the United Brotherhood of Carpenters and Joiners of America, New York District Council, upon showing his card of membership, be permitted to go upon any job controlled by a member of the Master Carpenters' Association, when seeking employment, unless notified by sign "No Carpenters Wanted."

#### ARTICLE X.

When carpenters are discharged they shall upon their request, be paid in cash or office order. (An office order entitles a carpenter to one-half hour's pay in addition to the amount due.)

#### ARTICLE XI.

The joint arbitration board shall meet on the first Thursday of each month, or at the call of the chair on either side, and the first Thursday in November shall be a special meeting for the consideration of the yearly agreement, which must be signed on or before the fifteenth day of December to go into effect on January 2d of the following year.

If a building shall be abandoned for any cause, on which the wages of union carpenters are unpaid, no member of the Master Carpenters' Association shall contract to complete the same until such debt is paid by the original or subsequent owner, or provided for in the new contract. If a member of the Master Carpenters' Association is prevented from carrying out his contract on a building through the insolvency of the owner, or any other cause, no union carpenter shall work on said building until the master carpenters' contract or claim has been equitably adjusted.

Notice in writing, stating amounts in dispute must be filed with the secretary of the Master Carpenters' Association and secretary of the Joint District Council within two (2) weeks of the stoppage of the work, giving full particulars; the secretary to give proper notice to the unions and their representatives at the beginning and ending of the question in dispute.

**ARTICLE XII.**

That if the Courts of the City or State of New York should decide that any clause in this agreement should be unconstitutional or illegal, it shall not invalidate the other portions of this agreement, but that any such clause or clauses shall be stricken out.

**ARTICLE XIII.**

It is agreed by the parties that this agreement shall be in force between the parties hereto until December 31, 1905.

SIGNED—On behalf of the Master Carpenters' Association:

HUGH GETTY,  
*President.*

GEORGE W. LEWIS,  
*Chairman Arbitration Committee.*

HARRY STEPHENSON,  
*Secretary Arbitration Committee.*

SIGNED—On behalf of the National Officers of the United Brotherhood of Carpenters and Joiners of America, and the Amalgamated Society of Carpenters and Joiners of America:

WILLIAM D. HUBER,  
*General President.*

WILLIAM G. SCHARDT,  
*Chairman Executive Committee.*

THOMAS ATKINSON,  
*Amalgamated District Secretary.*

N. P. MAHON,  
*Amalgamated District Council.*

SIGNED—On behalf of the Joint District Council of Greater New York:

CHARLES A. JUDGE,  
*President.*

D. F. FEATHERSTON,  
*Secretary.*

(b.) Carpenters and Joiners, New York, Richmond Borough.

FIRST. Forty-four (44) hours to constitute one (1) week's work, said work to cease at 12 o'clock noon on each and every Saturday for the year.

SECOND. Each and every Monday, Tuesday, Wednesday, Thursday, and Friday, the working hours agreed to are eight (8) per day, between 8 A. M. and 5 P. M., and Saturdays four (4) hours, from 8 A. M. to 12 M. No carpenter work to be performed between the hours of 12 M. and 5 P. M. Saturdays.

THIRD. The minimum rate of wages shall be forty-five cents (\$.45) per hour.

FOURTH. The men within one mile radius of the office of their employer shall apply to his or their office for their money between the hours of 12 and 1 Saturdays at the option of their employer.

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FIFTH. The work done on Sundays, holidays and all overtime: It is hereby agreed that double the minimum rate of wages will be paid. Legal holidays are: New Year's, Lincoln's and Washington's Birthdays, Memorial Day, Independence Day, Labor Day, Election, Thanksgiving, Christmas, and any day declared a legal holiday by the President of the United States or Governor of the State of New York. No work shall be performed on Labor Day unless subjected to the approval of the business agent or representative, he to be notified immediately. Any holiday falling on Sunday to be observed the following Monday.

SIXTH. Business agents representing said party of the first part may call upon all job or shop stewards when said agents may deem such visits necessary.

SEVENTH. No other party, individual or organization of carpenters are to be employed in company with said carpenters mentioned in this agreement without full consent of the party of the first part.

EIGHTH. No party of the first part shall lump, contract, or sub-contract work of any description.

NINTH. For the true, faithful performance of each and every one of these agreements the parties of these presents bind themselves, and each of them unto the other, from the first Monday in May, 1905, until the first Monday in May, 1906, when a notice of three (3) months prior to these dates will be sent to the parties of the second part if a change in this agreement, should be desired.

#### IN WITNESS WHEREOF:

The parties to these presents have hereunto set their hands this ..... day of ..... 1905.

.....Carpenter and Builder, second part.

.....  
Representing this Joint District Council of U. B. of C. and J. of A. and the A. S. of C. and J.

.....  
.....  
.....

Witnesses.

#### NEW YORK CITY ELECTRICAL WORKERS.

NEW YORK, September 9, 1904.

*It is hereby agreed by and between the Electrical Contractors' Association, party of the first part, hereinafter called the Association, and the New York Electrical Workers' Union, party of the second part, hereinafter called the Union, as follows:*

ARTICLE I. This agreement shall apply only to all electrical work undertaken by the members of the Association within the territory covered by Greater New York.

ARTICLE II. That this agreement shall continue until January 1, 1906, and if any change is contemplated by either party at its termination notice in writing shall be given by the party contemplating such change at least

six months prior to the expiration of this agreement. After such notice has been served, conference committees shall meet within two weeks; such notice to be legally served upon the Secretary of the organization, and that if no such notice is received at least six months prior to the expiration of this agreement it shall continue in force for another year, subject to a similar six months' notice.

ARTICLE III. That the members of the Association shall employ only members of the Union, as journeymen and helpers, to do electrical work in any building, or ship, and that in consideration of such exclusive employment, the Union agrees that it will not work for any electrical contractor not a member of the Association who does not sign and conform to an agreement identical with this, the original of such agreement to be shown to the Secretary of the Association, if requested.

ARTICLE IV. That in case of any disagreement as to the true intent and meaning of any part of this agreement, or in case of any claim of violation of any part of same by either party, such party shall notify in writing the Secretary of the party complained of immediately; such notice to be legally served upon the Secretary, and the Conference Committee shall be called together within twenty-four hours, and the Board of Arbitration shall be called together within two working days of the time of notice, if the Conference Committee disagrees; and if such Board after two consecutive daily meetings shall fail to agree, they shall select an umpire, and each side shall then make its argument before the umpire, who shall within twenty-four hours thereafter render his decision. Said decision shall be final and binding upon both parties.

Notwithstanding anything apparently to the contrary in this agreement, it shall be distinctly understood that any decisions under the General Arbitration Plan of the Building Trades Employers' Association and the Unions, parties to the Arbitration plan, shall govern in the matter of jurisdiction of trade.

It is mutually agreed by the parties hereto that the Arbitration Plan adopted at a conference held July 3, 1903, between the Board of Governors of the Building Trades Employers' Association and the representatives of the Labor Unions, with explanatory clauses as adopted by the joint conferences on July 9, 1903, is hereby made a part of this agreement and binding on all parties hereto.

ARTICLE V. That as all differences under this agreement are to be settled by arbitration, no strike or lockout shall be ordered by either party hereto as against the order for any grievance whatsoever; it being understood, however, that any sympathetic strike or lockout in which either party is obliged to take part on account of its affiliation with any central body of employees or employers shall not be considered a violation of this agreement.

ARTICLE VI. All applicants for membership in the Union shall go before the Executive Board of the Union, with proper credentials, and shall be obliged to pass an examination by the Board of Examiners, consisting of two members of the Association and two members of the Union; they to select a fifth member if necessary. Such examination shall be final. Any applicant whose credentials shall be declared unsatisfactory by the Executive Board of the Union shall have the right of appeal to the Arbitration Board herein mentioned, whose decision shall be final.



### III.336 NEW YORK STATE DEPARTMENT OF LABOR.

ARTICLE VI. That no rules or by-laws shall be made or continued in force by either party which in any way conflict with the provisions of this agreement.

ARTICLE VII. The hours of labor shall be eight hours per day, to be performed between the hours of 8 A. M. and 5 P. M., and on Saturday, 8 A. M. to 12 noon.

ARTICLE VIII. Any labor performed before 8 A. M. or after 5 P. M. shall be paid for at double the rate of wages.

All labor performed on Sunday or legal holidays and Saturday half-holiday shall be paid for at double rate of wages.

ARTICLE IX. Workmen shall be divided into three classes, Journeymen, Helpers and Apprentices, as follows:

JOURNEYMEN. A man who has worked at the electrical construction business at least four years and passed the examination provided for herein and has been admitted to the Union.

HELPER. A man who has worked at the electrical construction business more than two years and passed the examination provided for herein and has been admitted to the Union. After having worked four years in the business, a Helper shall take the examination for Journeymen provided for herein, paying the regular examination fee. Helpers holding a reference of three years and six months from a member of the Electrical Contractors' Association of New York City shall be eligible for examination as Journeymen. Helpers failing to pass the examination shall be given a second trial within six months; and in the event of a second failure they shall not be permitted to take another examination within one year. They shall pay the regular examination fee for each examination.

APPRENTICE. Each employer shall be entitled to one apprentice for each ten Union men he has employed weekly on an average for the past two years. These apprentices shall not be allowed to connect machines, switchboards, panel boards, switches or fixtures.

ARTICLE X. Each employer is entitled to one Helper for each Journeyman employed.

In case the Union is not able to supply a sufficient number of Helpers, the members of the Association may employ other Helpers pending their examination and admission to the Union.

ARTICLE XI. Helpers may do Journeyman's work while actually employed in assisting a Journeyman. Apprentices shall be allowed to do any work not stipulated in Article IX.

ARTICLE XII. All members of the Union shall be paid weekly and before regular time of stopping work, and not more than three days' pay shall in any case be held back in any one week.

ARTICLE XIII. In going from the shop to his work and from his work to the shop and from job to job, each workman shall receive from his employer the necessary car fare, and shall be paid for the time consumed in said trip.

ARTICLE XIV. All workmen shall be paid for the time they are actually at work on Manhattan Island, south of 156th Street, and in Brooklyn within the old city line, which territory shall be known as the City District.

ARTICLE XV. Any workman employed outside the City District and within the territory covered by this agreement, shall receive from his employer

traveling expenses to and from the place at which the work is located for as many trips as he is directed by his employer to make, and shall receive regular wages for all regular time consumed in such trips. If directed by the employer to board at the place where the work is located the necessary board shall be paid by the employer.

If the workman leaves his work before it is completed and without the consent of his employer, it shall be on his own time and at his expense.

ARTICLE XVI. If the workman is employed on work outside of the City District, and resides near such work, he shall report at the regular time and receive no car fare.

ARTICLE XVII. Workmen going to their work outside the City District are to take the boat, train or car leaving that point of the boundary line of the City District nearest said work, as directed by their employer, going on train, boat or car arriving at said work nearest 8 A. M., and returning take the boat, train or car leaving said work nearest 5 P. M.

ARTICLE XVIII. Wages shall be as follows:

Journeyman, four dollars (\$4.00) per day.

First Year Helpers, not to exceed one dollar and fifty cents (\$1.50) per day.

Second Year Helpers, not to exceed two dollars and twenty cents (\$2.20) per day.

Helpers in the employ of members of the Association on August 1, 1904, shall be entitled to same wages as they were then receiving, but a list of such men should be furnished to the Secretaries of both parties.

ARTICLE XIX. Switchboards may be delivered and erected by manufacturers of same but shall be delivered at the job complete. If incomplete, the current carrying portions of the board shall be assembled by members of the Union.

ARTICLE XX. In case a member of the Union is disciplined by the Union for any act done by him in the interest of his employer, such member of the Union shall have the right to appeal to the Arbitration Board.

For the Electrical Contractors' Association:

JAS. R. STRONG,  
E. S. KEEFER,  
J. P. HALL,  
L. K. COMSTOCK,  
*Committee.*

For the New York Electrical Workers' Union:

JOHN F. HOGAN,  
G. B. ABBOTT,  
J. E. PARDOE,  
C. A. KRAUSE,  
S. C. PRATT,  
*Committee.*

**NEW YORK CITY EXCAVATORS AND ROCKMEN.**

[Originally signed by many contractors. Refusal on the part of five contractors led to dispute of May 6-June 1, described in Section III, results of which were indeterminate.]

*AGREEMENT made and entered into this 30th day of April, 1905, between the Rockmen's Protective Union No. 10,631, Excavators' Protective Union No. 10,630, of American Federation of Labor, parties of the first part, and the firm of ....., party of the second part, as follows:*

**FIRST.** The party of the second part agrees to employ none but members in good standing of the parties of the first part.

**SECOND.** The rate of wages for the Rockmen shall be twenty-five cents per hour, for the Excavators eighteen cents per hour.

**THIRD.** The party of the second part further agrees to permit the steward or the business representatives of the parties of the first part to talk to the men at work when it may be deemed necessary.

**FOURTH.** The parties of the first part agree not to work for any contractor, builder or person, who may owe the party of the second part money due them for excavating work.

But no action of this kind shall be taken by the union until the party of the second part has submitted evidence of genuineness of the claim.

This agreement goes into effect immediately and terminates on ..... 190...

Signed in the presence of:

.....  
.....

**NEW YORK CITY HOUSE SHORERS AND MOVERS.**

*THIS AGREEMENT entered into this first day of May, 1905, between the House Shorers and Movers' Union, Local No. 7,417, A. F. of L., of Greater New York, to be known hereafter in this agreement as the party of the first part and ....., to be known as the party of the second part.*

**I.** The party of the second part agrees to hire only members of the party of the first part on the following work, to wit: On all house shoring, sheathing, piling of banks for protection of streets, boxing of pier holes, trenches and sewers, bracing old or new walls, raising of floors and roofs, building overhead and passenger bridges, putting buildings on posts, wedging walls with iron wedges, shoring elevated, surface or subway roads.

**II.** The hours of labor shall be in shifts of eight hours each; the first shift to commence at 8 A. M. and all other shifts thereafter shall be regulated as mutually agreed upon by the parties of the first and second parts.

**III.** Foremen over any of the above work must be members of the union of the party of the first part.

**IV.** Wages shall be 37½ cents per hour for journeymen in each shift of eight hours. Wages of the foremen in each shift shall be 50 cents per hour.

**V.** That any member of the party of the first part who is worked more than eight hours in the twenty-four hours shall be paid overtime for the surplus hours at the rate of time and a half for a working day.

VI. Any member of the party of the first part worked on a Sunday or the following legal holidays, New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of double time for such.

VII. It is further agreed that the party of the first part be allowed helpers, said helpers to be under the jurisdiction of the party of the first part, but not more than one helper will be allowed to four journeymen on any job. These helpers shall not receive less than 31¼ cents per hour.

VIII. In all cases the party of the first part reserves the right as to whom shall become members of their union.

IX. It being further agreed between the party of the first part and the party of the second part, that wages due shall be paid every week on Saturday on the job before 5 P. M. Failure on the part of the party of the second part to comply with this section will be sufficient cause for the party of the first part to cease work and the party of the second part shall be charged with the waiting time until payment of wages due is made.

#### NEW YORK CITY LATHERS.

*Articles of agreement entered into between the journeymen and employing lathers, to take effect April 1, 1905, and continue until April 1, 1906.*

ARTICLE I. Eight hours shall constitute a day's work, from 8 A. M. until 12 M., 1 P. M. until 5 P. M., with one-half day on Saturday, 8 A. M. until 12 o'clock noon. No hours to be curtailed by majority of the men on job.

ARTICLE II. On and after April 1, 1905, wages shall be \$5 per day for eight hours.

ARTICLE III. That a day's work shall not exceed 1,600 lath.

ARTICLE IV. When a man is laid off he must be paid in full at the same time. All competent journeymen must be hired without choice or discrimination.

ARTICLE V. All foremen to receive fifty cents more than the men and they must be members of the union.

ARTICLE VI. All stewards shall enforce all the working rules of this union, and any steward who may be discriminated against by any boss or contractor for enforcing these rules, said boss or contractors shall be subject to charges and all stewards shall have the undivided support of this union in enforcing the rules.

ARTICLE VII. The following days shall be kept as legal holidays: January 1st, February 12th, February 22d, May 30th, July 4th, Labor Day, Thanksgiving Day, Election Day, and Christmas Day.

ARTICLE VIII. All contractors unable to get a full supply of lathers shall send a communication to the union at its regular meeting or apply to the business representative who shall have power to supply the same.

ARTICLE IX. All material to be placed on floors.

ARTICLE X. All overtime and Sunday work, all work on legal holidays shall be paid double time.

ARTICLE XI. The members of this union refuse to work on the work of any firm or contractor who fails to or refuses to pay his employing lather.

ARTICLE XII. All journeymen must receive their pay in full on Saturday at or before 1 o'clock and all time for waiting after 1 o'clock shall be paid by the boss.

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ARTICLE XIII. No lathing contractor shall be allowed to work.

ARTICLE XIV. It shall be left to the discretion of the executive board as to who shall be recognized as contractors.

ARTICLE XV. All work shall be done in a workmanlike manner and shall be subject to the inspection of the stewards and under the supervision of the business representative.

ARTICLE XVI. When a contractor is convicted of employing or endeavoring to employ men for less than the scale of wages, he may have his contract annulled for the balance of the term of the agreement and no member of this union to work for him or be subject to fine.

ARTICLE XVII. Any member or contractor making false charges and when proof of the same is forthcoming, such member or contractor shall be fined \$10.

ARTICLE XVIII. None but members carrying clear cards shall be employed or those acceptable to this union.

ARTICLE XIX. The business representative to be allowed to visit all jobs at all times and to allow a steward on each job, who shall attend to the business of the union without expense or inconvenience to the boss.

ARTICLE XX. No article in this agreement is subject to arbitration.

#### NEW YORK CITY MOSAIC WORKERS.

[Terminating strike and lockout of August 15 and 17, respectively, described in the account of the disputes in the building industry in Section III.]

*Memorandum of agreement made between the Mosaic Employers' Association and the Mosaic Workers' Association of New York and Vicinity.*

ARTICLE 1. Both parties to this agreement do hereby adopt as a basis of settlement the plan of arbitration approved by the Building Trades Employers' Association and the representatives of the unions in conference assembled July 3, 1903, and as elucidated on July 9, 1903, in conference of the before-mentioned parties, a copy of which is hereby attached, including the elucidation, all of which is made a part of this agreement.

ARTICLE 2. That on and after September 26, 1904, to and including the 31st day of December, 1905, eight hours shall constitute a day's work on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and four hours on Saturdays of each and every week, beginning at eight o'clock A. M., with an intermission of one hour at noon for dinner. If any change is contemplated by either party, a notice in writing shall be given fully stating the proposed changes at least six (6) months prior to the expiration of this agreement.

ARTICLE 3. That during the term of this agreement, the Mosaic Workers' Association shall classify its members in two classes, the said classes to receive the following rates of wages:

*Class A.* Three dollars and seventy-five cents (\$3.75).

*Class B.* Three dollars and fifty cents (\$3.50).

ARTICLE 4. That all labor performed in excess of a regular day's work and all labor performed on legal holidays shall be entitled to an advance of 100% whether in the shop or upon any other building and that the employers shall pay to the Mosaic Workers the difference of car fare whenever it exceeds ten cents (10c.) per day between going to the place of work and returning. That the parties of the first part shall pay one dollar (\$1.00) extra for each day of work performed for all Mosaic Workers sent to work

beyond the limits of New York City and where the distance necessitates boarding at the place. That the parties of the first part shall exclusively employ Mosaic Workers of the herein named association within a radius of fifty (50) miles from the City of New York.

ARTICLE 5. That all employees shall be paid for their labor wherever the work is performed on every Friday up to the preceding Thursday night each week.

ARTICLE 6. The employers agree that they will notify the employees in the evening as far as possible whenever they cannot be employed the next day, avoiding to make them lose the opportunity of seeking work elsewhere.

ARTICLE 7. That the employers herewith agree that they will employ no mosaic workers excepting those being members of the association named herein, authorizing the delegate of the mosaic workers in accordance with the performance of his duties to enter and visit their shops between the hours from 12 and 1 o'clock P. M.

ARTICLE 8. That the members of the herein named association hereto agree that they will work for no other person or persons excepting those signing this agreement.

ARTICLE 9. The splitting of imported cubic marble such as Jaune de Lyon, Rouge cuit, Rouge Royal, Blanc de Nimes, Vert de Frejus, Noir Sienna, Sarsana, Chagny, blue and every other kind of marble stone or enamel that is used for mosaic work already cut square or in any irregular form or shape or of a smaller area than an inch shall be exclusively performed by the mosaic workers. This shall not apply to what is known as tile or ceramic mosaic. The splitting of marble cut by machine in the United States, as well as the work to be performed at the machine can be performed by mosaic workers or helpers at the option of the employers. Their employers are also at liberty to employ mosaic workers for any part or branch of the work which is to be done according to exigencies.

ARTICLE 10. The work of extending the mastic and oil on the finished mosaic can be done by the mosaic workers as well as by the helpers, at the option of the employer.

ARTICLE 11. That the mosaic workers and employers agree that they will not handle or set any imported mosaic work stuck upon paper, cloth or material wholly or partly finished ready for setting.

ARTICLE 12. That all employers signing this agreement and that all members of the Mosaic Workers' Association hereto shall be subject to all provisions herein contained and any party failing so to comply, shall forfeit its membership to the association of which he is a member.

ARTICLE 13. That in case of any dispute or difficulty arising between any employer and his employees, the same at the request of either party shall be settled by a joint board of arbitration.

ARTICLE 14. That each employer hereto agrees to employ no more than one apprentice, but a second apprentice is to be allowed to all shops employing on an average of ten (10) mechanics based upon the number of mechanics employed the previous year. The apprentice to be at least 14 years of age and not to exceed sixteen years of age, the apprenticeship to last four years. That the mosaic employers hereto agree never to send their apprentices to perform any labor outside of the shop except in the company of the mosaic workers.

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ARTICLE 15. In case a member of the union is disciplined by the union for any act done by him in the interest of his employer, such member of the union shall have the right to appeal to the arbitration board.

Accepted for the Mosaic Employers' Association.

J. H. SHIPWAY, *President.*

Accepted for the Mosaic Workers' Association.

ARTHUR AVON,  
LOUIS LOVISA,  
G. CRIVELLI,  
EDWARD MARTIN,  
*Committee.*

#### NEW YORK CITY PAVERS.

*Articles of agreement made this 28th day of February, 1905, between the Asphalt, Asphalt Blocks and Wood Pavers' Association of the City of New York (an unincorporated association consisting of more than seven members), and hereinafter known as party of the first part, and the Continental Asphalt Paving Company (a corporation), hereinafter known as party of the second part, witnesseth:*

In consideration of making and keeping of the agreements hereinafter made by the party of the second part, the party of the first part agrees to use all legal and proper means to promote the business interests of the party of the second part, and agrees to carry out in good faith the spirit of the agreements hereinafter set forth.

The party of the second part agrees that it will not employ in the laying of sheet asphalt pavement any persons except members of the party of the first part, unless the party of the first part is unable, after receiving the notice hereinafter specified, to supply sufficient men to properly carry on the business of the party of the second part.

The party of the second part agrees that whenever asphalt workers are needed to carry on its work it will notify the party of the first part by mail or telephone, stating the number and character of the men required, which said notice must be given at least twenty-four hours prior to the time when said men are to begin work in order to entitle the party of the second part to employ persons who are not members of the party of the first part.

The party of the second part agrees to pay the members of the party of the first part whom it shall employ, the following scale of wages, which shall be paid on all work except the work hereinafter specified:

Rakers .....	31½ cents per hour
Tampers .....	28½ cents per hour
Smoothers .....	25 cents per hour
Hand Roller men .....	21½ cents per hour
Cement Sweepers .....	21½ cents per hour
Shovelers .....	21½ cents per hour
Laborers .....	21½ cents per hour

It is agreed that the party of the second part shall pay to the members of the party of the first part, for services performed in repairing streets where

the repairs are made under the provisions of the original construction contract, the following scale of wages:

Rakers .....	25	cents per hour
Tampers .....	22½	cents per hour
Smoothers .....	20	cents per hour
Hand Roller men.....	17½	cents per hour
Cement Sweepers.....	17½	cents per hour
Shovelers .....	17½	cents per hour
Laborers .....	17½	cents per hour

It is agreed that double time shall be allowed for all work done by members of the party of the first part on Sundays and holidays.

It is further agreed that in case any dispute or controversy arises between the parties to this agreement, or between any of the members of the party of the first part hereto and any of the employees of the party of the second part, or said second party itself, then said matter shall be settled, if possible, by a conference between the representatives of the respective parties hereto; and in the case of failure of said parties to satisfactorily adjust the matter in dispute, then the district manager of the party of the second part and the president of the party of the first part shall select a disinterested third party to decide the controversy, and the decision of the persons so selected shall be accepted as final and binding by both parties.

No strike or lockout shall be ordered or permitted by either party, so far as within its control, during the pendency of any efforts to settle the dispute.

Any members of the party of the first part employed by the party of the second part in laying asphalt block or wood block pavement shall receive the scale of wages herein provided for to be paid to asphalt workers engaged in laying new sheet asphalt; but this agreement does not bind the party of the second part to employ only members of the party of the first part on asphalt block or wood block work.

It is agreed between the parties hereto that overtime shall be paid for at the same rate as is paid per hour for the regular work done on the day for which overtime is claimed.

It is agreed that men employed under this agreement shall be paid for the number of hours which they actually work, and for no more.

This agreement shall expire on the first day of March, 1906.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

R. A. B. & W. P. Association 11,811.

(Signed) JAMES L. WALLACE, *Agent*.

Continental Asphalt Paving Co.

(Signed) HUGO REID, *President*.

[This agreement was also signed by the following companies: Barber Paving Company, Franklin Construction Company, Harlem River Paving Company, Uvalde Paving Company, Brooklyn Alcatraz Paving Company, Lily Construction Company.]



NEW YORK CITY PLASTERERS.

*AGREEMENT between the Employing Plasterers' Association and the Journeymen and Ornamental Plasterers' Societies of the City of New York.*

ARTICLE I—WAGES AND HOURS.

SECTION 1. The daily wages to be \$5.50 per day from May 1, 1904, until January 1, 1906. Eight hours shall constitute a day's work, commencing at 8 A. M., until 12 M., and from 1 P. M. to 5 P. M., for the first five days of the week; and Saturdays from 8 A. M. until 12 M. Under no circumstances shall any work be done between the hours of 7 and 8 A. M., and 12 M., and 6 P. M. on Saturdays; also New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, July the Fourth, Labor Day, Election Day, Thanksgiving Day and Christmas Day.

During the months of November, December, January and February the hours shall be from 8 A. M. until 12 M., and from 12:30 P. M. until 4:30 P. M., on all days except Saturdays.

SECTION 2. When any of the aforesaid holidays fall on Sunday the following day will be observed as a holiday.

SECTION 3. No subbing or part payment of wages shall be permissible. Any member found doing so will be treated as working under wages. All members to receive their wages in legal tender.

SECTION 4. All overtime to be reckoned as double time.

SECTION 5. Work done on Sunday and on holidays shall be considered as overtime and paid as such.

ARTICLE II—APPRENTICES.

SECTION 1. All apprentices taken to learn plastering shall be in conformity with the rules of the unions who are parties to this agreement, governing the conditions. Subject to the approval of the arbitration board, present conditions shall not be curtailed.

ARTICLE III—SCALE OF WORK.

SECTION 1. In tenement houses where there are ten rooms and a lobby or hallway to each floor or flat, the time for scratch coating rooms and hallway on said flat or floor shall be two days, or one day each for two men.

SECTION 2. The time for browning in said tenement houses for ten rooms and hallway shall be six days, or three days each for two men.

SECTION 3. In browning where there are extra rooms or extra closets, there shall be extra proportionate time allowed.

SECTION 4. The time for hard finishing ten rooms and hallways in tenement houses shall be six days, or three days each for two men.

SECTION 5. For cornicing and finishing tops of rooms in tenement houses the time for each room, with four angles and two break mitres, done with a common mould, about seven inches projection shall be one day, or one-half day each for two men. When there is a square panel the time shall be one and one-half days, or three-quarters of a day each for two men.

SECTION 6. If the moulds are extra large, or extra members or quarter circles in panels, or extra panels on the ceiling, there must be extra proportionate time allowed.

SECTION 7. In the larger tenement houses, called apartment houses, where there are large front and back rooms of about 13x16, and the common cornice

mould is about ten inches in projection, the time for cornicing such a room, with four angles and two break mitres in it, shall be three-quarters of a day each for two men, and when there is a square panel in each room the time shall be one day each for two men.

SECTION 8. In small rooms where there are only four mitres where a common mould of six or seven inches is used, two men shall cornice three and finish ceilings and tops of walls of said rooms in one day.

Coving in above class of buildings to come under the head of cornicing.

SECTION 9. In private houses, known as speculation and such like, all cornicing and paneling shall be governed by the rules of large and small rooms in apartment houses, and if the parlors in said private houses are larger than the ordinary 13x16 feet parlors of apartment houses, or the moulds larger or more difficult to work or more paneling on the ceiling, there must be extra proportionate time allowed.

#### ARTICLE IV—CHARACTER OF WORK.

SECTION 1. All plastering on lath shall be known as three-coat work, scratch coat, brown coat and hard finish. All scratch coat to be thoroughly dried before being browned on fireproof or brick it shall be two (2) coats, brown and hard finish. All plaster plates to be browned with gauged mortar or patent material and finished.

SECTION 2. When patent cement is used for scratch coat it must be on eight (8) hours before brown coat is put on.

SECTION 3. It shall be permissible to lay off work on alteration and repair jobs when not calling for more than half the alterations. When laid-off work is permissible, it shall be done with gauged mortar or patent plaster.

SECTION 4. All work must be done in a thorough, workmanlike manner. All employers shall furnish screed rods, darbys, cornice rods, feather edges and all facilities necessary. And on all jobs where scaffolds are erected in rooms, all mortar boards, when it is feasible, shall be put on scaffolds. In no case shall mouldings or coves be run, unless by a regular mould and run on a rod.

Members of the unions who are parties to this agreement, when browning, shall have the right of raising the mortar board to the height of ten inches from scaffold.

SECTION 5. All material must be in strict conformity with the specifications, and said specifications can be seen by an accredited representative of the unions who are parties to this agreement.

SECTION 6. All columns, before being browned, shall have rings of the proper dimensions.

SECTION 7. In permanently established or occupied dwellings, where original contractor has completed his contract, a changed character of decoration may be completed as desired.

SECTION 8. When any portion of a new building is reserved for any character of ornamental decoration, any employing plasterer may submit estimates, said estimates for said reserved portion must include all parts of plastering, plain and ornamental, mouldings to be run on job, and it shall be done by the contractor for the same.

When a member of the E. P. A. obtains a contract for the entire plastering of a new building or buildings, he may sublet to a member of the E. P. A.

the modeling and casting of the ornamental work in the general contract, but in the setting of said ornamental work none but members of unions who are parties to this agreement shall be employed.

SECTION 9. All panel ceilings of an intricate geometrical design, whether plain or enriched, and all mouldings on other ceilings and walls, if enriched seventy-five per cent of their width, not exceeding eight (8) inches wide, may be cast and placed on a finished surface.

Coffered ceilings, if enriched when the panels do not exceed twenty-four (24) inches at a ceiling line, may be cast and set in place.

All plain mouldings, of whatever dimensions, shall be run on the job.

SECTION 10. An alteration shall be known as a building wherein the new plastering does not exceed sixty (60) per cent of the entire plastering. On such an alteration all cornices and ornamental work may be done in any manner desired by the architect, owner or contractor.

SECTION 11. Section 6 shall apply to all columns, whether done in cement or other material.

SECTION 12. When waterproof paint is substituted for furring the walls covered by said paint shall be scratched and allowed to dry before second coat is applied, unless gauged or patent mortar is used.

SECTION 13. When preparing for tile, the material for this purpose shall be for scratch coat on lath work one (1) part cement, two (2) parts clean, sharp sand, with one-quarter ( $\frac{1}{4}$ ) hair of fibre mortar added. For browning on same, or on brick work, one (1) part cement, three (3) parts clean, sharp sand, mixed in the usual manner. All plaster shall be taken off to the specified height and the wall sprinkled with water before applying cement. The work must be plumb and straight and scratched with a fine wire scratcher.

SECTION 14. We agree to work on all scaffolds erected by union labor.

SECTION 15. For casting or manufacturing ornaments the best quality of material shall be used.

The castings must come out of the moulds straight, clean and perfect. Under no circumstances shall any alum, salt or any other acids be used for castings or plain plastering in the building.

SECTION 16. It shall not be permissible for any employer, party to this agreement, to use any imported ornaments or models of whatever material they may be made, on any of his contracts; nor shall any member of the unions who are parties to this agreement be allowed to handle any of said ornaments or models in shop or building.

This section shall not prevent the reproduction of an antique marble or stone mantel or similar object.

SECTION 17. It shall not be permissible for any employer, party to this agreement, to furnish any ornament to any non-union concern, nor shall any member of the unions who are parties to this agreement work on any ornament, except it has been made and furnished by an employer who complies with all conditions embodied in this agreement.

This shall only be in effect in the Boroughs of Manhattan and the Bronx; outside of Greater New York notice shall be given to the E. P. A.

SECTION 18. Under no circumstances shall any employer import woodwork where ornaments in compo, cartonpierre plaster or cement are already put in the rough or even painted or gilded; and any business repre-

sentative of the unions who are parties to this agreement or E. P. A. shall have power to stop members from patching such imported work in factory or putting up in buildings.

#### ARTICLE V—RULES OF WORK.

SECTION 1. All interior and exterior plastering, whether of patent or other material, when done in and by the usual methods of plastering, shall be claimed and done by the members of the unions who are parties to this agreement.

SECTION 2. All interior cement work above the floor line shall be done by plasterers, members of the unions who are parties to this agreement.

Section 3. When a composition interior or exterior stone, or similar material is used, whether done in one, two, three or more coats, the said coats must be put on at the building, and mouldings run on job; and the joints where sunk and afterwards filled, must all be put on by competent plasterers. The surface and mouldings may thereafter be finished by union plasterers or plaster carvers in any manner desired. The said composition stone may be done on any building, whether in general plastering contract or otherwise, by any contractor desired by architect or owner, if a member of the Employing Plasterers' Association; and if in "General Plastering Contract," may be sublet to any member of Employing Plasterers' Association. All said work must be taken from the brick or lath.

SECTION 4. Any employer taking a job and failing to complete the same, the completion of said job shall be referred to the joint arbitration for settlement to the best interest of the trade.

SECTION 5. None but members in good standing, whose organization is a party to this agreement, shall be permitted to work at the trade within the jurisdiction of the above societies.

Any member working more than fifty per cent of his time at plain plastering shall be a member of the Journeymen Plasterers' Society, and any member working more than fifty per cent of his time at ornamental plastering shall be a member of the Ornamental Plasterers' Society of New York.

SECTION 6. Time allowance of ten minutes over tenth story when elevator service is not furnished in the morning.

SECTION 7. When strikes are permissible:

First. For non-payment of wages on pay day.

Second. Against non or delinquent members who refuse to join or pay their indebtedness, upon twenty-four hours' notice to the employer.

SECTION 8. All members shall receive their wages once a week. The week shall end on Friday at 5 P. M. Pay day shall be on the following Saturday from 8 A. M. until 12 M., or any employer may pay Friday up to Friday night, and when his pay day is on Friday it shall remain so permanently until he changes it to Saturday, and no employer shall be allowed to pay Friday one week and the following week on Saturday.

SECTION 9. Any member being discharged and members being laid off at the completion of job shall receive their pay at once.

SECTION 10. On being laid off members shall receive ten (10) minutes in order to clean and pack their tools. Suitable time shall be allowed for members going from one job to another in the hour between 12 M. and 1 P. M.

SECTION 11. No person or persons employing members of the Unions who are parties to this agreement will be permitted to figure upon or take contracts for any building or job, if the specifications for such building or job provide that the contractor for the plastering shall do the patching of plastering after other mechanics as a part of the contract price, and all such patching of plastering damaged by others shall be paid for over and above the contract price, in accordance with the uniform scale adopted by the Employing Plasterers' Association. Any person or persons who shall estimate upon or take any contract for any building or job in violation of this rule shall be fined five per cent of his contract price for the first offense, ten per cent of his contract price for the second offense, and for a third default he shall be subject to such penalty as the Joint Arbitration Board shall decide.

This section to take effect on and after October 1, 1905.

#### ARTICLE VI. COUNTRY WORK.

SECTION 1. On country jobs city wages shall be paid and city hours observed, and traveling expenses to and from the job shall also be paid.

SECTION 2. On percentage jobs, board shall be added to the above.

SECTION 3. In any city where there is a local of the O. P. I. A. the wages of said local shall be paid.

SECTION 4. In no case shall a member's employment be contingent to joining an outside local.

SECTION 5. It shall be permissible for members of the E. P. A. to hire one-half local men at local union rates.

#### ARTICLE VII.

SECTION 1. The members of the E. P. A. and the members of the unions, who are parties of this agreement, shall reserve the right to discipline any member of their respective associations, providing it in no way involves the intentions and provisions of this agreement.

SECTION 2. A committee of five members from the Employing Plasterers' Association and a committee of five from the Journeymen and Ornamental Plasterers' Societies (three from the Journeymen Plasterers' Society and two from the Ornamental Plasterers' Society) shall constitute an Arbitration Board, to whom all violations of this agreement shall be referred, and the members of said Board shall be vested with full power to act. An umpire shall be selected by said Board before consideration of any case or grievance, and in case of disagreement his decision shall be binding on both sides. Said Board shall be subject to the call of its Chairman or Secretary, or upon request of the President of either Society, to Chairman or Secretary of Board, and it shall meet once a week.

SECTION 3. All charges brought against a member of either association shall be submitted to the Arbitration Board for settlement.

SECTION 4. The unions who are parties to this agreement shall not order a strike against the members of the E. P. A. collectively or individually, nor shall members of the unions who are parties to this agreement leave the work of a member of the E. P. A. until the matter in dispute is brought before the Arbitration Board for settlement and its decision rendered.

SECTION 5. No foreman in the employ of a member of the E. P. A. shall be suspended or taken from such employment until his case has been submitted to the Arbitration Board and its decision rendered.

SECTION 6. No member of the unions who are parties to this agreement shall work for any employer who does not comply with these articles of agreement, entered into between the Employing Plasterers' Association and the unions who are parties to this agreement, nor shall any member of the E. P. A. employ any person who is not in good standing in the unions who are parties to this agreement, except as provided for in Article VI, Section 5.

SECTION 7. Should a member of the E. P. A. do work for any corporation, owner, builder, speculator or others, by contract or day's work, and not be paid in full, the claim shall be referred to the Joint Arbitration Board, for investigation and adjustment.

SECTION 8. It is hereby understood and agreed that on all questions submitted to arbitration and tried before the Board, it shall be the privilege and right of the different associations represented to elect as spectators only, as many men as the said associations have represented on the Arbitration Board. This does not apply to witnesses.

SECTION 9. On charges for inferior work, coming before the Arbitration Board for decision, it is recommended that in preference to a fine being imposed, all efforts should be made to have said work made good, and in compliance with the spirit and intentions of this agreement.

SECTION 10. On charges being preferred against any member, party to this agreement, for violations of this agreement, the charges must specify article and section as violated.

SECTION 11. All fines imposed by the Joint Arbitration Board shall be paid to a treasurer elected by said Board, and after all legitimate expenses have been paid, surplus on the 1st of December of each year shall be donated to the Widow and Orphans' Fund of the locals of the unions who are parties to this agreement.

SECTION 12. When a firm consists of two or more partners only one to work at plastering; hours governing parties to this agreement to be observed.

#### ARTICLE VIII.

SECTION 1. Any employer doing work for an architect, owner, builder, contractor or decorator who is living in the jurisdiction of parties to this agreement shall comply with this agreement.

#### ARTICLE IX.

SECTION 1. Should any article contained in this agreement conflict with the general interest of the trade, supplementary articles shall be substituted to meet the requirements of the conditions not provided for.

SECTION 2. The E. P. A. agree morally and financially to support the unions who are parties to this agreement in the enforcement of this agreement.

SECTION 3. Two months before the expiration of this agreement a committee shall be appointed by both parties to confer as to the advisability of renewing or revising this agreement.

In the event of said Joint Committee not having a new agreement ready by January 1, 1906, for the ratification of their respective organizations,

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it is hereby understood and agreed that this agreement shall remain in full force until the committee agree on any proposed changes.

The conditions of this agreement will be considered as working in connection with the "General Arbitration Plan" of July 3 to 9, 1903.

Signed, February 2, 1905.

For E. P. A.:

P. H. McNULTY,  
J. T. CLARK,  
WILLIAM CRAIG,  
H. W. MILLER,  
G. S. JACOBSON,  
JAMES MORRISON, JR.,  
H. BERGER SON,  
TIERNEY A. O'ROURKE,  
CAMPBELL & MORGAN,  
JAMES THOMPSON.

For J. P. S.:

C A. SCHOTT,  
J. FARRELL,  
T. J. DURKIN,  
R. D. EVANS,  
H. SMITH.

For O. P. S.:

L. S. MASSIMO,  
FRANK MORKELL,  
GEORGE BRUTSCHIN,  
FRANK ZIEN,  
ALBERT F. DAVEY.

NEW YORK CITY (RICHMOND BOROUGH) PLUMBERS.

[Terminating dispute of June 1-14, 1905, described in Table I, page 50.]

*ARTICLES OF AGREEMENT, mutually made and entered into this fourteenth day of June, 1905; by and between the members of the Association of Master Plumbers of Richmond Borough, and the members of Local No. 3, of the National League of Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers; said members acting by their duly authorized committees as subscribed hereto.*

*WHEREAS*, It appears to the satisfaction of the members of the Master Plumbers' Association as hereinbefore described, and to the members of the Journeymen's Association also as hereinbefore described, that the best interest of the individual members thereof will be established, promoted and protected by a mutual compact for the establishment and maintaining of a standard rate of wages, and for the settling of differences which may arise between the members of the respective organizations.

*NOW, THESE PRESENTS WITNESSED*, That, for and in consideration of the promise and of the mutual advantages moving from each of these parties to all of the other parties of this agreement, and of the abridgement of the legal rights of each of these parties to this agreement in favor of all the parties hereto, as hereinafter set forth; the parties to this agreement, and every one of them do hereby covenant, promise and agree to, and with each other to adopt, and they each do hereby adopt and confirm the following articles for the regulation of their business relations with one another, to wit:

ARTICLE 1. The Master Plumbers when employing plumbers, gas or steam fitters or steam fitters' helpers, agree to employ none but a member in good standing of the regular organized Union Local No. 3, of the National League, or a member of any other union can be employed with the members of Local No. 3 without friction when said local cannot furnish competent help. When the question of fitness or competency arises the matter will

be adjusted by the Conference Board whose action in the premises shall be final and binding, no strike to be called on any job when the plumbers are in the minority without the consent of the Conference Board.

The Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers of said Union Local No. 3 agree to work for none but a member in good standing of the regular Association of Master Plumbers of Richmond Borough.

ARTICLE 2. There shall be a permanent committee of five members of each association, with the president and secretary of each as ex-officio members, to be known as the Joint Conference Board of the Masters and Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers Association of the Borough of Richmond.

ARTICLE 3. All grievances arising between the Masters and Journeymen shall be referred to the Joint Conference Board for settlement, and their decision shall be binding upon and final as to the members of both organizations.

ARTICLE 4. Eight hours shall constitute a day's work, namely, from 8 A. M. to 12 M. and from 1 P. M. to 5 P. M. The employer shall have the right to stop work at 4.30 P. M. and deduct half an hour's time from any man or men declining to take only half an hour for lunch during the months of November, December, January and February. Four hours shall constitute a day's work on Saturdays for journeymen, namely, from 8 A. M. to 12 M. with pay for four hours, during the months of June, July and August. Each shall have the right to retain two journeymen for jobbing only from 1 P. M. to 5 P. M. on Saturdays at single time rate from June 1st to September 1st.

It is agreed that when a journeyman commences work, he shall not be paid for less than one-quarter of a day's time. And it is further agreed that when a man has worked a part of the fourth quarter of the day he shall receive pay for eight hours.

ARTICLE 5. It is expressly agreed that hereafter members of this Association of Master Plumbers will not sublet plumbing, gas fitting or steam fitting, and no member of Local No. 3 will do any sub-contracting.

ARTICLE 6. The standard rate of wages for a plumber, gas fitter or steam fitter of Union Local No. 3, shall be three dollars seventy-five cents (\$3.75) per day for all full working days commencing June 14, 1905. Wages are to be paid weekly during the term of this agreement.

ARTICLE 7. This agreement, when signed by both conference committees, shall be promptly and duly incorporated as part and parcel of the Constitution and By-Laws of each organization in such manner as is now provided by the present Constitution and By-Laws of said Constitution.

When cases are presented to the Joint Conference Board for adjustment, it is mutually agreed that a second case shall not be presented for settlement by either organization while the other has a grievance to submit to the Conference Board.

ARTICLE 8. All overtime shall be counted as double time, and all Sundays and the following holidays shall be counted as double time in the event of any journeyman being engaged on any work: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day and Christmas Day.



ARTICLE 9. All journeymen working in the country shall have their board and wages paid by their employer, also all railway fares, in accordance with the following understanding: If the distance from the city to the place at which they are to work shall be twenty-five miles or less, they shall be paid one fare to and from the place once a week. If the distance shall be more than twenty-five miles, they shall be paid only a single fare to and from the job.

ARTICLE 10. No journeyman shall handle any material after being properly notified that such was not purchased by his employer or employers.

ARTICLE 11. No Master shall employ any non-union man or men after receiving due notice from the Delegate or Chairman of the Joint Conference Board not to do so. A member violating this rule shall be fined ten dollars and five dollars per day for each and every day he retains such man or men in his employ thereafter. Any journeyman working for a non-union employer when notified not to do so by the Delegate or Chairman of the Conference Board, shall be fined ten dollars and five dollars for each and every day he continues to do so.

ARTICLE 12. In case of a sympathetic strike, and the plumbers, gas fitters and steam fitters are withdrawn from their work, it shall be the duty of each journeyman before leaving the building to see that all material and property are put away and properly taken care of, so as to protect his employer from loss or damage, and the withdrawal of journeymen under such circumstances shall not be deemed a violation of this agreement. Any journeyman failing to comply with this article shall be tried by the Joint Conference Board, and if proven guilty, shall be fined five dollars.

ARTICLE 13. When men shall be withdrawn from any building or buildings at the request of the employer, or otherwise, and the work stopped on account of the employer not receiving his money on said work, it is agreed that no journeyman will work in such building or buildings without the consent of the Joint Conference Board, and that for such purpose a meeting of the Board will be called at once.

ARTICLE 14. All fines imposed by the Joint Conference Board shall be paid to the Chairman of the Board. Each organization hereby guarantees the payment of same for its members.

All fines received by the Conference Board shall be used to defray the necessary expenses of said Conference Board and the balance divided between the organizations; accounting and payment to be made semi-annually and to be made to each organization.

ARTICLE 15. *Labor Clause.*—All members of the Master Plumbers' Association when estimating on work must insert the following clause: "All agreements are contingent upon strikes, interferences, accidents and other avoidable delays, beyond and over which I (or we) have no control."

ARTICLE 16. This agreement will go into effect June 14th in the year 1905, and will continue in force for two years; and it is mutually agreed that three months prior to the expiration of this agreement a new one shall be executed for the following year.

IN WITNESS WHEREOF, The duly authorized committees of the respective associations herein described, shall for and on behalf of the members of said organizations have hereunto set their hands and seals on the day and year above mentioned.

**PROVIDED**, An article or articles of this agreement should conflict with the rules of the National Association of Master Plumbers, the same shall be referred to the Joint Conference for adjustment.

We hereby certify that the foregoing is true and correct copy of the articles of agreement, as adopted by the Joint Committees.

For the Association of Master Plumbers of Richmond Borough:

H. S. BOWER,  
R. K. HENDERSON,  
JOHN WATTERS,  
JAMES J. SANTRY,  
WM. J. CROSSON,  
E. D. CLARK, *President*.

For Local No. 3, New York State Association of Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers:

THOS. J. MAHONEY,  
CHARLES PIERCE,  
THEO. L. GEISEL,  
H. H. LUDWIG,  
EDWARD C. SINKER,  
TIMOTHY SULLIVAN, *Pres.*

#### NEW YORK CITY ROOFERS AND SHEET METAL WORKERS.

[Terminating dispute of Sept. 1-12, 1905, described in Section III and in Table I, page 50.]

*Agreement between the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities, the Master Steam and Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors and Windows, the Metal Ceiling Association of New York, and the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity.*

#### RULES.

##### WORKING DAY.

**RULE 1.** The working day shall consist of eight (8) hours, between eight (8) o'clock A. M. and five (5) o'clock P. M., with one hour for lunch, except on Saturday when the time shall consist of four (4) hours, between eight (8) o'clock A. M. and twelve (12) o'clock noon.

The working day above named shall be known as the regular time, and shall be time actually employed at work.

##### RATE OF WAGES.

**RULE 2.** Regular time shall be paid for at the rate of four dollars and fifty cents (\$4.50) per day of eight (8) hours; fractions of days shall be paid at corresponding rates.

This clause to apply to the Master Steam and Hot Water Fitters' Association, the Employers' Association of Roofers & Sheet Metal Workers of Greater New York and Adjacent Cities, the Association Manufacturers of Metal Covered Doors and Windows.

The wages to be paid by the Metal Ceiling Association to Journeymen Metal Ceiling men shall be four dollars (\$4.00) per day from the 13th of

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September, 1905, to March 1, 1906; four dollars and twenty-five cents (\$4.25) from March 1, 1906, to September 1, 1906; then the wages shall be four dollars and fifty cents (\$4.50) per day of eight (8) hours, and shall continue until January 1, 1908.

## RATE FOR OVERTIME AND HOLIDAYS.

RULE 3. Any work done between five (5) o'clock P. M. and eight (8) o'clock A. M., and on Sundays, New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day, Christmas Day, and the Saturday half-holiday, shall be paid for at double the rate of regular time, commencing at the hour at which men report for work by direction of their employer.

## METHOD OF PAYMENT.

RULE 4. All workmen shall be paid at or before twelve (12) o'clock noon on Saturday for the week ending the Thursday or Friday previous; payment to be made at the option of the employer, either on the job or at the shop.

Men waiting for wages after twelve (12) o'clock noon shall be paid double time, except in case of an unavoidable delay.

## APPRENTICES.

RULE 5. Every shop shall have the privilege of employing one (1) apprentice to every four (4) men, but no shop shall have more than five (5) apprentices. Shops employing more than twenty-five (25) men to be furnished with one (1) junior for every additional five (5) men employed, but no shop to have more than five (5) juniors. Should the Union fail to furnish the necessary numbers of juniors, the employer shall be entitled to employ helpers in the shop to make up the number; but as soon as the Union is able to furnish the required juniors, the said helpers must be laid off. The rate of wages for juniors to be not less than nine dollars (\$9.00) per week.

In the Metal Ceiling branch every employer shall have the privilege of employing one (1) apprentice to every two (2) journeymen employed.

These apprentices to work under a graduated scale of wages, as follows:

	Per day.
First six months.....	\$1 50
Second six months.....	1 75
Third six months.....	2 00
Fourth six months.....	2 50
Fifth six months.....	2 75
Sixth six months.....	3 00
Seventh six months.....	3 25
Eighth six months.....	3 75

The amount of his wages to be designated on his working card.

At the end of four (4) years he shall become a journeyman and receive journeyman's wages.

When an employer takes on a boy as an apprentice, he shall at once notify the local employers' association of which he is a member, who shall at once notify the Union.

The employers' association of which he is a member will issue to the apprentice a card which shall be endorsed by the Union, which card will

entitle him to work as an apprentice, the time of his apprenticeship shall commence from date of notification and date of card. No candidate for apprentice to be more than twenty-one (21) years of age.

An apprentice shall be at all times under the control of his employer in regard to wages, actions, etc.

An apprentice shall at the end of four (4) years be entitled to a Journeyman's card, provided he has passed the regular examination and has paid to the Union the regular initiation fee.

Each apprentice shall have twelve (12) consecutive months' work in the shop during the term of his apprenticeship. No more than one (1) apprentice to four (4) journeymen can be used in the shop.

#### LIMIT WHERE WORKMEN ARE TO BE AT 8 A. M.

RULE 6. Each workman shall be paid from the time at which he arrives at his work within a radius of ten (10) miles from New York City Hall. In going to work located outside of this territory, each workman shall at eight (8) o'clock A. M. be at the above limits, and thence proceed as rapidly as possible to his work.

#### EXPENSES ALLOWED TO WORKMEN.

RULE 7. Any workman working outside of the limits described in Rule 6 shall receive from his employer traveling expenses to and from the place at which the work is located, for as many trips as he is directed by his employer to make. He shall also receive amount of board paid by him, and he shall receive regular wages for all regular time consumed in travel.

#### WORKMEN LEAVING WORK.

If the workman leaves his work before it is completed and without consent of his employer, it shall be at his own time and expense.

#### WORKMEN OUTSIDE OF LIMIT EXPENSE.

RULE 8. Each workman working outside of the limits described in Rule 6 shall at the option of his employer board at the place where his work is located, or go to and from his home daily. If the latter plan is adopted, he shall receive from his employer all extra traveling expenses actually incurred.

#### WORKMEN'S FARE.

RULE 9. In going from the shop to his work, or from the work to the shop, a distance more than one mile, each workman shall receive from his employer his necessary fare.

#### OUTSIDE OF BOROUGH.

RULE 10. If the workman is sent to his work to a point outside of the Borough in which his employer's shop is located, unless it be to the Borough or place in which he resides, he is to receive necessary fares outside of the Borough in which his employer's shop is located.

#### WORKMEN GOING TO WORK OUTSIDE OF LIMITS.

RULE 11. Workmen going to their work outside of the limits named in Rule No. 6, shall take a boat, train or car leaving either of the extreme

points of the district, as directed by their employers, going on boat, train or car leaving nearest eight (8) o'clock A. M. and returning take the boat, train or car leaving nearest five (5) o'clock P. M.

#### HELPERS.

**RULE 12.** The employers shall be permitted to employ one helper to every two (2) journeymen he employs in the erection of work. These helpers shall be permitted to use the dolly bar, screwdriver and monkey wrench; under no conditions, other than those described above, shall a helper have the right to use tools.

On corrugated iron jobs when more than ten (10) men are employed, the employer shall be permitted to employ extra juniors instead of helpers, when the Union can furnish same.

This rule does not apply to the Metal Ceiling trade.

#### DERRICKS.

In buildings where derricks are already in place, which are the property of other employers, and which have been used for hoisting material not pertaining to the sheet metal trade, employers may use said derricks and their attendants for hoisting only. Employers may also use their own derricks.

#### TERRITORY.

**RULE 13.** Within the City of Greater New York and the territory west of the Hudson river to the line of the Hackensack river, and north thereof to a point opposite the northern line of Greater New York, the members of the Employers' Association of Roofers & Sheet Metal Workers of Greater New York and Adjacent Cities, the Master Steam and Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors and Windows, the Metal Ceiling Association of New York will not employ any person either directly or indirectly to do sheet metal work in connection with this agreement, who is not a member in good standing of the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity; member's standing to be ascertained by his working card, and members of the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity, shall not work for any employers who are not members of the Employers' Association of Roofers & Sheet Metal Workers of Greater New York and Adjacent Cities, the Master Steam and Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors & Windows, the Metal Ceiling Association of New York, or who are not regularly engaged in the business of construction and erecting sheet metal work in connection with the work covered by this agreement, unless they sign and conform to all the above rules.

#### CONTROL OF TERRITORY BY S. M. W. U.

So far as this rule applies to the employment of members of the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity, in territory west of the Hudson river to the line of the Hackensack river and north thereof to a point opposite the northern line of Greater New York, same shall be binding upon the members of the Employers' Association of Roofers and Sheet Metal Workers of Greater

New York and Adjacent Cities, the Master Steam & Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors & Windows, and the Metal Ceiling Association of New York, so long as the said territory is under the control of the said Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity; but should labor troubles exist in the said territory which cannot be handled by the said Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity, and which interferes with work being done by any member or members of the Employers' Association of Roofers & Sheet Metal Workers of Greater New York and Adjacent Cities, the Master Steam & Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors & Windows, and the Metal Ceiling Association of New York; then the question as to what union mechanics shall be employed in said territory is to be left to arbitration, and the employer has the privilege of continuing his work pending the decision of the arbitration.

#### FOREMEN.

RULE 14. All foremen who work at the bench or do mechanical work other than actual pattern cutting shall be members of the aforesaid Union.

#### AGREEMENT.

NEW YORK, *September 18, 1905.*

#### CLAUSE 1.—ABBREVIATION OF TITLE.

It is hereby mutually agreed that where the title "Sheet Metal Workers' Union" is mentioned in the following agreement, it refers to the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity; and where "Employers' Associations" are mentioned, it refers to the Employers' Association of Roofers & Sheet Metal Workers of Greater New York and Adjacent Cities, the Master Steam & Hot Water Fitters' Association, the Association Manufacturers of Metal Covered Doors and Windows, and the Metal Ceiling Association of New York.

#### CLAUSE 2.—WORK COVERED BY THIS AGREEMENT.

All sheet metal work in connection with buildings and structures, including hollow metal sash and frames, skylights, cornices, crestring, awnings, heating and ventilating pipes, ducts, covering of wood sash and frames, the applying of metal to ceilings and side walls, the furring and sheathing of same, and such other sheet metal work of No. 10 gauge and lighter, not herein specified, that has been regarded in the past as belonging to the Sheet Metal Workers' Union; also the glazing of skylights with rough or ribbed glass, shall be made and erected by members of the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity, or members of such other Unions as may be affiliated with and work in harmony with Local No. 11. In the manufacture of drawn metal work, the work of members of the Sheet Metal Workers' Union shall be confined to the cutting and forming of the metal before the same is applied to the wood, and any soldering that may be necessary in the finishing of the assembled parts.

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#### CLAUSE 3.—PREFERENCE.

It is further mutually agreed that in placing of workmen, the Sheet Metal Workers' Union shall give the preference at all times to the members of the Employers' Associations.

#### CLAUSE 4.—SHORTAGE OF MEN.

In cases where the Sheet Metal Workers' Union cannot supply men enough to do the work, after a demand for men has been made by a member or members of the Employers' Association, the question shall be referred to the trade arbitration board, and if found by the Board that the Union is unable to supply the necessary men, said member or members of the Employers' Association shall be allowed to employ men, who must become members of the Sheet Metal Workers' Union, if competent to pass the examination.

#### CLAUSE 5.—BOARD OF ARBITRATION.

It is further mutually agreed that a permanent Board of Arbitration shall be established between the Union and each of the Employers' Associations, the said Board to consist of four (4) members of the Employers' Association and four (4) members of the Sheet Metal Workers' Union, whose term of service shall be not less than six (6) months. At least two (2) of the arbitrators representing the Sheet Metal Workers' Union shall at the time of their selection have been in the continuous employ of one or more members of the Employers' Association for at least three months (3) next preceding.

#### CLAUSE 6.—BUSINESS AGENT INELIGIBLE AS ARBITRATOR.

It is further mutually agreed that the walking delegates or business agents of the Sheet Metal Workers' Union will not be eligible as arbitrators.

#### CLAUSE 7.—DISAGREEMENT AS TO INTENT OF RULES OR AGREEMENT.

It is further mutually agreed that in case of a disagreement as to the true intent and meaning of any of the rules or agreements, that the same shall be submitted for decision to the said permanent Board of Arbitration.

#### CLAUSE 8.—VIOLATIONS OF RULES—NO STRIKE OR LOCKOUT.

It is further mutually agreed that in case any of the rules or agreements are violated by either of the parties to this agreement, or by any of its members, that then no strike or lockout against any member or members of either of the associations shall be ordered or put into operation without first submitting the grievance or question at issue to the permanent Board of Arbitration.

#### PROCEDURE OF BOARD OF ARBITRATION.

The first meeting of the permanent Board of Arbitration shall take place within two (2) working days after notification in writing by the secretary, or other authorized representative of the association claiming a grievance; and, should the permanent Board of Arbitration fail to agree after three (3) consecutive daily meetings, said permanent Board of Arbitration shall select an umpire, and each side shall make its argument before the umpire, who shall be requested to render a decision within two working (2) days thereafter, and said decision shall be final and binding upon all parties hereto.

## CLAUSE 9.—CREDENTIALS.

It is further mutually agreed that at all times during the term of this agreement proper credentials shall be furnished by the Sheet Metal Workers' Union whereby the accredited representatives of the Employers' Association shall have the right to examine the working cards of members of the Sheet Metal Workers' Union, as well as to ascertain whether the rules and agreements are being conformed to.

## CLAUSE 10.

It is further mutually agreed that both parties to this agreement shall abide and be governed by the arbitration plan adopted at a convention of the Building Trades Employers' Association and the Unions of the Building Trades of the City of New York, held on April 22, 1905.

## CLAUSE 11.

It is further mutually agreed that no change in this agreement nor in the rules hereto attached shall be asked for by either of the associations named, to take effect at any time prior to the first day of January, 1908, and not then unless notice by the association asking for such change is given to each of the other associations on or before the first day of June, 1907. Such notice shall be given in writing by the secretary of one association to the respective secretaries of the other associations, and written receipt therefor to be the evidence of such notice.

Committees to consider changes or renewal of agreement, in accordance with this clause, shall be selected by the several Employers' Associations and the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity; said committees shall have full power to negotiate and sign an agreement. These committees to assembled at least ninety (90) days before the first day of January, 1908.

In case no notice is served by any association on or before June 1, 1907, then this agreement and these rules shall continue in effect from year to year, with the right reserved for either party to serve notice on or before any first day of June in any year for any desired change to take effect on the following first day of January.

## CLAUSE 12.

It is further mutually agreed that before these rules and agreements go into effect, they must be ratified by the Building Trades Employers' Association.

IN WITNESS WHEREOF, the ..... Associations named above have caused their proper committees, having full power, to sign these presents.

For the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities:

(Signed) J. GRACE,  
(Seal) F. W. WESTERGREEN.

For the Master Steam and Hot Water Fitters' Association:

(Signed) CHARLES GEOHEGAN,  
FRANK DOBSON,  
(Seal) CHARLES N. BRIZE.



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For the Association Manufacturers of Metal Covered Doors and Windows:

(Signed) C. G. NORMAN, *President*.  
(Seal) J. F. BLANCHARD, *Secretary*.

For the Metal Ceiling Association of New York:

(Signed) GEO. D. GLASS, *Vice-President*.  
(Seal) CHAS. J. DODGE.

For the Amalgamated Sheet Metal Workers' International Alliance, Local Union No. 11, of Greater New York and Vicinity:

(Signed) ASHBY KNIGHT,  
J. GERBER,  
JOHN HEERIN,  
EDWARD BARRY,  
(Seal) JOSEPH BOBB.

#### INTERPRETATION OF RULE 12.

[Decision rendered by the umpire, Justice Gaynor, Dec. 4, 1905.]

*To the Master Steam and Hot Water Fitters' Association and the Amalgamated Sheet Metal Workers' International Alliance, Local No. 11:*

You have submitted to me the interpretation of rule 12, in your contract of September 18, 1905, the said rule being as follows:

The employer shall be permitted to employ one helper to every two journeymen he employs in the erection of work. These helpers shall be permitted to use the dolly bar, screwdriver and monkey wrench; under no conditions, other than those described above, shall a helper have the right to use tools.

The employers' side contends that the rule is not to be restricted to each separate work or job in its interpretation, so that on each job there would not be to exceed one helper for every two journeymen there employed, but that the number of helpers they may employ is one-half the gross number of journeymen they have in their employ on all jobs at the time, and that such helpers may be distributed around on the different jobs without regard to whether the proportion of one helper to two journeymen should be preserved on each.

The workmen claim that the rule is for each job, and that the proportion and method is one helper to two journeymen on each job.

After careful consideration I am convinced that the agreement has reference to each job. Otherwise no system of one helper for two journeymen is established, but in some cases the journeymen on one job might have no helpers, and on others they might have more than one helper to two journeymen.

The rule means that the helpers go on each job, in not to exceed the proportion of one helper to two journeymen.

#### NEW YORK CITY STONE CUTTERS.

WORKING RULES OF THE STONE CUTTERS' SOCIETY OF NEW YORK AND VICINITY.

1. Eight hours shall constitute a working day five days in the week and four hours a half day's work on Saturday.

2. Members of the Stone Cutters' Society shall receive their wages every week and be paid during working hours.

3. No apprentice will be permitted to start at the trade whose age shall exceed twenty-one years.

4. Employers shall provide proper protection from the sun for employees during the months of June, July, August and September, pluggers and fitters excepted.

5. The rate of wages shall be:

First grade .....	\$5 00
Second grade.....	4 50
Third grade.....	4 00

Exempt members shall be permitted to make such terms with their employers as they shall mutually agree upon.

Members shall be permitted to change their grade at any time, but not oftener than twice in one year.

6. One-third of all the stone cutters employed in the several shops must be first grade members.

7. The Arbitration Plan adopted at a conference held July 3, 1903, between the Board of Governors of the Building Trades Employers' Association and the representatives of the Labor Unions, with explanatory clauses as adopted by the above joint conferences on July 9, 1903, shall form part of this agreement.

8. This agreement shall be in effect until February, 1906.

#### NEW YORK CITY STONE MASONS.

*This 31st day of March, 1905, we, the Stone Mason Contractors' Association of the City of New York, and the Stone Masons' Union N. 74, N. Y., of the Bricklayers and Masons' International Union, have entered into the following agreement:*

##### I.

The Members of the Stone Masons Contractors' Association of the City of New York agree to employ none but members in good standing of Union N. 74 or any other subordinate Union of the Bricklayers and Masons' International Union.

The members of Union N. 74, and others of subordinate unions of Bricklayers' and Masons' International Union agree to work for none but the members of the Stone Mason Contractors' Association of the City of New York. This is not to apply to the members of the Mason Builders' Association, nor Mason Builders' Association Local N. 1, nor owners employing masons by the day and general contractors—by general contractors we mean those contractors who take contracts to complete buildings.

##### II.

That eight hours shall constitute a day's work for five days in the week, and four hours on Saturday. The hours of labor shall be from 8 A. M. to 12 noon and from 1 P. M. to 5 P. M. Saturdays the hours of labor shall be from 8 A. M. to 12 noon in the whole year.

##### III.

That no foreman or apprentice shall lay stone before or after the regular working hours, as prescribed in this article, except as overtime.

## IV.

That the rate of wages for stone masons shall be fifty-two and a half cents per hour, from this date, April 1, 1905, up to April 1, 1906.

But in case the stone masons are employed to setting cut stone, ashlar, rock-faced ashlar, range or random ashlar, jambs, corners and ringstones and laying of same, then the rate of wages is to be \$5.50 per day.

Stone masons working more than fifteen minutes and less than one-half hour, shall be entitled to one-half hour's pay; and working more than forty-five minutes and less than one hour, they shall be entitled to one hour's pay.

## V.

Except in case of extreme necessity, no work shall be done between 7 A. M. and 8 A. M., and 5 P. M. and 6 P. M., five days in the week; nor between 7 A. M. and 8 A. M. on Saturday, and no work shall be done on Saturdays from 12 M. unless to leave the work would endanger life or cause destruction of property.

All overtime shall be paid at double rate; overtime means the work done between 1 P. M. on Saturdays and 8 A. M. on Mondays; also all the time between 5 P. M. and 8 A. M. on the other days of the week, and the following legal holidays: Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

## VI.

That the members of the union shall not order any strike against the members of the Stone Mason Contractors' Association until the matter in dispute has been referred to the Joint Arbitration Board and every honorable means of a settlement has been exhausted.

All disputes arising between the parties to this agreement to be brought at once before the Joint Board of Arbitration, which shall meet within thirty-six hours at the call of the Chair of both sides. Any strike or lock-out ordered by any of the parties to this agreement without referring first to the said Board of Arbitration is a violation of this agreement.

## VII.

That the Joint Board of Arbitration shall be constituted of five members of the Stone Mason Contractors' Association and five members of the Union N. 74, and their decision shall be binding upon all parties.

## VIII.

That the stone mason shall be paid every week between twelve and one o'clock on Saturday, such payments not to begin later than 12.10 P. M. Failing to pay on or before one o'clock on Saturdays, the employees shall be paid at the rate of one dollar and five cents per hour for said waiting time.

## IX.

When members of the Stone Masons' Union are laid off for any cause, they shall, upon request, be paid in cash at once; otherwise waiting time shall be charged.

It is further agreed that the Stone Mason Contractors' Association of the City of New York will not recognize any association or Union of Stone Masons, except the one named as a party to this agreement.

X.

That no member of the Stone Masons' Union shall be discharged for inquiring after the cards of masons working upon any operation, nor shall the walking delegate be interfered with when visiting any building under construction in his official capacity.

XI.

If any change of wages, or of hours, is contemplated, it must be brought to the attention of the Joint Arbitration Board two months previous to the expiration of this agreement.

XII.

The Stone Masons' Union agrees not to work for any contractor, builder or person who may owe members of the Stone Mason Contractors' Association money due them for mason work and materials and contracted for since the formation of the Stone Contractors' Association; but no action of this kind shall be taken by the Union until the contractor or contractors, making the claim has, through the Stone Masons Contractors' Association, submitted to the Union evidence of the genuineness of the claim.

XIII.

It is also mutually understood and agreed that the parties to this contract recognize the Mason Helpers' International Union N. 1, of the City of New York.

XIV.

It is understood and mutually agreed that Union N. 74, N. Y., the party of the second part, is not bound by any part of this agreement that may at any time be in conflict with the Constitution of the Bricklayers and Masons' International Union.

For Stone Mason Contractors' Ass'n:	Personally appeared before me:
NICHOLAS CONFORTI,	NICHOLAS CONFORTI,
THOS. P. KENNEDY,	THOS. P. KENNEDY,
VITO CONTESSA,	VITO CONTESSA,
EMILIO VIGNA,	EMILIO VIGNA,
WILLIAM MASTERSON.	WILLIAM MASTERSON,
For Stone Masons' Union N. 74.	LUIGI MAZOLA,
LUIGI MAZOLA,	DOMENICO DE MARTINO,
DOMENICO DE MARTINO,	AMBROSE CONFORTI,
AMBROSE CONFORTI,	†BUONORA MARIANO.
†BUONOMO MARIANO.	

Who made the above instrument

Signed and Sworn to before me this 31st day of March, 1905.

ISIDORE A. LEVY,

Notary Public N. 54, N. Y. C.

† So in original.

## NEW YORK CITY STRUCTURAL IRON WORKERS.

[Decision of arbitrators on questions causing dispute of June 23-July 27, noted in Table I page 52.]

*Arbitration between the Pennsylvania Steel Company (a Pennsylvania corporation with its main plant located at Steelton, Pa., near Harrisburg, Pa.,) and the International Association of Bridge and Structural Iron Workers, pursuant to agreement entered into on July 27, 1905, the said International Association of Bridge and Structural Iron Workers being represented by the National Executive Board of such Association and by the District Council of Greater New York of said Association, and, pursuant to such agreement, The Pennsylvania Steel Company having nominated John W. Hutchinson, Jr., Esq., as an Arbitrator, and the said International Association of Bridge and Structural Iron Workers having nominated John T. Taggart, Esq., as an Arbitrator, and the said Arbitrators having met at the City of New York on the 4th day of August, 1905, and the respective parties to the arbitration having appeared before the Arbitrators and produced evidence and presented their sides of the matters in dispute, we, the said Arbitrators, do hereby find as follows:*

The word "Company" as used in this proceeding and in this award, refers to The Pennsylvania Steel Company, of Steelton, Pennsylvania.

The term "Bridge Department" refers exclusively to the Bridge and Construction Department of the Pennsylvania Steel Company, of which at the present time Mr. J. V. W. Reynders is Superintendent.

The term "Association" refers to the International Association of Bridge and Structural Iron Workers, of which Mr. Frank Buchanan is now President.

In answer to the first question submitted, which is as follows:

"What were the conditions and causes of dispute which led to the present strike? under which question the Arbitrators are to state concisely the history of the present situation."

we find that the Pennsylvania Steel Company is a Pennsylvania Corporation divided into several departments engaged respectively in mining ore, building ships, manufacturing rails and constructing and erecting steel and iron bridges, &c.; that it employs upwards of 10,000 men; that the Bridge Department of the said Company employs in the neighborhood of 1,000 men, mostly shop men; that the International Association of Bridge and Structural Iron Workers has a Local Union known as No. 38, located at Harrisburg, Pa., and that the Bridge Department of The Pennsylvania Steel Company employs the members of said Union on all work erected under the supervision of said Department within the territory of said Local.

That in the early part of the month of June, 1905, the said Company was engaged in the erection of an ore trestle connected with its Blast Furnace Department, and that such work of erection was being performed by its Repair Gang, who are employed generally in the making of repairs, about the plant of the said Company; that said Repair Gang consists of men who are carried permanently on the pay rolls of said Company, and who are never sent to outside jobs or contracts undertaken by the Bridge Department of said Company, and who are in no wise subject to orders or directions issued by the said Bridge Department; that in September, 1903,

the said Company was engaged in the erection of a similar trestle at Steelton, Pa., the work likewise being done by the Repair Gang, and that at that time a question arose with Local Union No. 38 of the International Association of Bridge and Structural Iron Workers of Harrisburg, Pa., within whose territory the work was being performed, as to whether such work should be claimed by the members of the said Local Union, and, after conference between the representatives of The Pennsylvania Steel Company and the said Local Union, this claim was not pressed, and the said trestle was thereafter completed by the Repair Gang; that from that time, pursuant to the understanding arrived at on that occasion, up to the time of the present controversy, friendly and satisfactory relations existed between the parties, both parties acting on the assumption that the question had been finally disposed of; that on or about the 5th of June, 1905, the President of said International Association received word from the Business Agent of Local Union No. 38 that the Pennsylvania Steel Company was engaged in the erection of the ore trestle, connected with the Blast Furnace Department heretofore mentioned, by its Repair Gang; that the President of the Association prior to the conference with the Superintendent of the Bridge Department on June 10th, had instructed the Harrisburg Business Agent in a letter to use every effort locally to settle the matter in dispute, and in so far as no such efforts were subsequently found to have been made the proceedings leading up to the strike were made irregular, and the loss occasioned to members of the Association and to the Bridge Department is traceable to the omission of said Business Agent to obey the directions of the President of the Association. The said ore trestle was nevertheless erected by the Repair Gang, and the erection was completed on July 10, 1905.

In answer to the second question submitted to the Arbitrators which is as follows,

"Was the work in question, consisting of an ore trestle built in conjunction with the Blast Furnace Department at Steelton, bridgework as that term is generally understood?"

we find from the evidence submitted, and the practical admissions of both parties indicate, that the ore trestle constructed at Steelton, Pennsylvania, comes under the term "bridgework" as generally understood.

By the agreement of arbitration, the Arbitrators were requested after full inquiry to formulate the principles on which the parties can rely as a governing precedent to avoid the repetition in the future of the present difficulties.

Pursuant to this provision of the agreement, we find, in order to prevent a recurrence of such difficulties, that in cases where misunderstandings or disputes arise between the said Company and members of the said Association, the matter in question should be submitted to arbitration locally, without strikes, lockouts or stoppage of work pending the decision of the Arbitrators, and that the relation between the International Association of Bridge and Structural Iron Workers and The Pennsylvania Steel Company be considered as applying exclusively to the Bridge and Construction Department of that Company, and that so far as the erection of bridge or structural work in the Harrisburg district is controlled directly by said Department, preference will be given to the employment of members of the Association, and it will be the accepted policy of the Association here-

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after to refrain from claiming on behalf of its members any work in connection with the Departments of the Company other than the Bridge Department, or in connection with its allied companies, provided that if at any future time it shall become the general custom of steel works throughout the country to employ men who are substantially all members of the Association in the erection of structural iron and steel for their own use, then The Pennsylvania Steel Company will do likewise.

    Sig.: JOHN W. HUTCHINSON, JR.

    "    JOHN T. TAGGART.

(Seal of The Pennsylvania Steel Company)

Attest:

    Sig.: FRANK TENNEY,

*Secretary.*

(Seal of The International Association of  
Bridge & Structural Iron Workers)

Attest:

    Sig.: J. J. MCNAMARA,

*Secretary-Treasurer.*

*MEMORANDUM OF AGREEMENT entered into this 23rd day of January, 1905, by and between the Iron League Erectors' Association, Employers' Association of Architectural Iron Workers, Ornamental Bronze and Iron Masters, all of the City of New York, also by their officers duly authorized, parties of the first part and the district council of the United Housesmiths' and Bridgemen's Union of New York and Vicinity, comprising the following locals of the International Association of Bridge and Structural Iron Workers: Local No. 35, United Housesmiths' and Bridgemen's Union of Brooklyn; Local No. 45, Bridge and Structural Iron Workers of New Jersey; Local No. 52, United Housesmiths and Bronze Erectors of N. Y.; Local No. 40, United Housesmiths' and Bridgemen's Union of N. Y., by their officers duly authorized, parties of the second part.*

*Witnesseth:*

I. This agreement shall apply only to men employed in the erection of structural steel and ornamental iron and bronze work, within a radius of 35 miles from the New York City Hall in the States of New York and New Jersey and including the whole of Long Island. It shall take effect immediately and continue in force until January 1, 1906, and thereafter from year to year unless either party hereto shall have given three months' notice in writing to the party of the other part, prior to the expiration of any year, of a desire to change the agreement for the following year.

II. The party of the first part agrees to employ only members of the United Housesmiths and Bridgemen of New York and vicinity. It is agreed, however, in case the Union is unable to supply competent workmen in sufficient quantity, the party of the first part shall be at liberty to hire other men who may apply and who have been examined and found satisfactory as to character and competency by the parties of the first part or their representatives. The parties of the second part shall be at liberty to admit such men to membership in their union and the parties of the first part

shall not in any way prevent or oppose the said employees from joining said union.

III. All men to be employed and paid by the hour. Eight hours to constitute a day's work, except on Saturdays, when work shall cease at 12 o'clock. Overtime shall be paid for at the rate of time and one-half, except on Saturday afternoons, Sundays and the following legal holidays, viz.: Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, or on the days that may be observed as these holidays, for which double time will be paid. Unless absolutely required, no work is to be done on Sundays or legal holidays. No work is to be done on Labor Day and no man is to be discharged for refusing to work overtime, except in the case of accident or actual necessity. The parties of the second part agree to work in regular night gangs, at regular time, wages and all.

IV. The parties of the first part agree to pay weekly on the job at regular pay days.

V. No apprentices to be employed by the parties of the first part without the written consent of his parents or guardian to such employment, and shall serve a term of one and one-half years in case of structural apprentices. At the end of such time, said apprentices may become members of the union, provided they pass the necessary examination. The ratio of apprentices on structural work to be not more than one apprentice to every seven skilled mechanics.

VI. The union to appoint a steward on each job. All complaints shall originate either with the job steward, or the representative of the employer on the job and shall be made in duplicate in writing, one copy to be given to the business agent or representative of the parties of the first part, and one copy to the parties of the second part, or their representatives.

VII. All grievances or complaints which cannot be satisfactorily adjusted between the individual employer and the party of the second part, or their representatives, shall be submitted to the Joint Board of Conciliation of the Iron Trade, which shall consist of three employers elected by the industry, and an equal number of representatives of the party of the second part who shall be elected by the United Housesmiths and Bridgemen of New York and vicinity from among members of the said union who are, at the time of service on said Board, regularly in the employ of some employers, members of the party of the first part or Building Trades Employers' Association. A majority vote of the said board shall be conclusive in relation to all matters submitted to it and in case of a tie vote, the said board shall have power to agree upon an umpire or referee, whose vote shall be similarly conclusive and binding and the parties hereto agree to abide by the decision of the board. The Board of Conciliation will form such rules as may be necessary to govern its own proceedings.

VIII. In consideration of the mutual covenants herein contained, the parties of the second part hereby agree not to take part in any sympathetic strikes whatsoever, and they hereby agree not to go out on strike until after any grievances have been submitted to the Board of Conciliation above referred to and a decision reached. The parties of the first part hereto agree not to order or carry out any lockouts until in like manner any



grievances have been submitted to the Board of Conciliation and a decision reached.

IX. The parties of the first part hereby agree to pay the following wages:

All men employed on structural work except apprentice work at the rate of 56¼ cents per hour.

Finishers, 56¼ cents per hour.

Finishers' helpers, 37½ cents per hour.

Apprentices, 31¼ cents per hour.

Finishers' helpers not to be employed on structural work. In finishing work it is understood that one helper to be allowed to one finisher, in the erection of work.

X. The parties of the first part shall be at liberty to employ such men as they see fit in unloading, trucking, in framing false work, in painting and handling materials for storage purposes at storage points. It is understood that when material is delivered at the building within reach of the derricks that the handling of the same shall be done afterwards by members of the union.

XI. There shall be no restrictions or discriminations on the part of the workmen as to the handling of any materials entering into the construction work upon which they are employed.

XII. There shall be no restrictions placed by any workmen or the union upon the amount of work to be performed by any workmen during work hours. There shall be no restrictions upon any workman or the union as to the use of machinery or timbers, or as to the number of men required to handle or operate same.

XIII. There shall be no restriction whatever as to the employment of foremen. The employer may employ on one piece of work as many foremen as in his judgment are necessary for the safe, expeditious and economical handling of same, and it is understood that the foremen so employed are not to become members of any union and that no foreman shall be discriminated against by the unions.

XIV. No person or persons other than those herein expressly authorized shall have the right to interfere with workmen during working hours.

XV. In the erection of bronze work, in the employment of men, preference will be given to the party of the second part, provided the same are competent.

XVI. The party of the first part shall have the right to employ any foreman on their work as a finisher or skilled mechanic without his being obliged to have the card of the union; this is only to apply as a temporary measure and as soon as practicable and possible the foreman is to return to his regular duties. Not more than two such men to be employed on any job at one time and for not more than two weeks and for not longer than eight weeks during the year. No foreman can work under this clause for any employer unless he has worked in the capacity for some employer immediately before.

XVII. The joint arbitration plan adopted in conference July 3 and 9, 1903, between the unions of New York City and the Building Trades Employers' Association shall be a part of this agreement and both parties shall be governed according to its provisions.

In witness whereof, the parties have hereto this day set their hands and seals the day and year first hereinabove mentioned.

(Signed) Iron League Erectors' Association,

JOHN COOPER, *President*.

(Signed) Employers' Association Architectural Iron Workers,

ROBERT T. McMURRAY, *President*.

(Signed) Bronze Iron Masters,

A. S. RICHEY, *President*.

(Signed) District Council United Housesmiths and Bridgemen  
of New York and vicinity,

CHARLES MASSEY, *President*.

WILLIAM GREEN, *Secretary*.

#### NEW YORK CITY TAR, FELT AND WATERPROOF WORKERS.

*This agreement made and entered into this 21st day of April, 1903, between the Composition Roofers' and Water Proofer's Employers' Association, parties of the first part, and the Tar, Felt and Water Proofer's Union of Greater New York and Vicinity, parties of the second part, to go into effect on the first Monday of April, 1903, to cover the incorporated limits of Greater New York and Vicinity, for the period of two\* years, expiring January 1, 1906.*

#### ARTICLE I.

SECTION I. Witnesseth: That the parties of the first part further agree that eight hours shall constitute a day's work, that double time shall be paid for all overtime, including Sundays and the following legal holidays, or days observed as such: January 1st, February 12th, February 22d, May 30th, July 4th, Labor Day, Thanksgiving Day and Christmas. Half-holiday is to be observed on Saturdays from May 15th to September 15th, double time to be paid for work done after 12 o'clock on Saturday during this period. Work to commence at 8 A. M. and end at 5 P. M., except the summer period referred to, when it shall end at 12 M. on Saturdays. Men required to report at yards, they to report at 7 A. M. for instructions.

SECTION II. The parties of the first part agree to pay foremen, or men who are sent in charge of the men, not less than \$3.50 per day. Roofers and water proofers shall receive \$2.75 per day; the above to be members of the union. This agreement shall include plastic slate, slag, gravel and all kinds of asphalt or composition roofing and water proofing, including rock asphalt mastic when used for water proofing or roofing; also the right to protect all roofing and water proofing with concrete and the poring of all block pavements with water proofing materials. Truck drivers, yard men and stable men shall not be members of this union.

SECTION III. The parties of the first part further agree that any member working in the country for a city employer shall receive the standard rate of union wages, the hours, board and expenses, with full time from time of leaving city to return, except Sundays and holidays, except that men may work nine hours a day to offset time lost through stormy weather, and on any work all necessary car fares from shop and return, outside the

\*The last two clauses of this paragraph are so in the original.

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limit of one mile for their own time and hereafter all future agreements shall take effect on the first day of January, provided three months' notice of change shall be given.

SECTION IV. The parties of the first part further agree that the pay shall be weekly, not later than 5:30 P. M., and on Saturday not later than 12:30 P. M.

SECTION V. The parties of the first part further agree to employ only members of the union, except when a sufficient number of union men are not obtainable. Men then employed to meet the requirements of the union on work covered by Section II of this agreement.

SECTION VI. The parties of the first part further agree to allow the business agents of the party of the second part to visit all shops and jobs at all times; also allow a job steward for each job who shall attend to the business of the union without expense to the employer.

#### ARTICLE II.

SECTION I. The party of the second part agrees to perform in a faithful and workmanlike manner all duties required of them, as described in Section II, Article I, by the parties of the first part; and that no member of their union will work at roofing or water proofing in the territory above described for general building contractors or any employer whose principal and regular business is not roofing or water proofing.

SECTION II. The party of the second part further agrees that in case of trouble or any misunderstanding between the parties to this agreement, the differences shall be arbitrated by the Executive Committee on both sides for settlement and no strike or lockout shall be ordered for any cause whatever, until the arbitrators have rendered their decision, or failed to agree. Decision of Arbitrators shall be rendered within six working days. A sympathetic strike by other trades or called by the central bodies, when it is necessary for the party of the second part to this agreement to take part to protect union principles, shall in no way be considered a violation of this agreement.

#### NEW YORK CITY TILE SETTERS.

##### (a.) Agreement with the Employers' Association.

[Terminating dispute of Aug. 8, 1904-June 20, 1905, described in the account of the New York building industry in Section III.]

*AGREEMENT between the Tile, Grate and Mantel Association of the City, County and State of New York and the Ceramic, Mosaic and Encaustic Tile Layers' International Union, Local No. 52.*

#### ARTICLE I.

Both parties to this agreement do hereby adopt the plan of arbitration approved by the Building Trades Employers' Association and the representatives of the Unions in conference assembled July 3, 1903, and as elucidated on July 9, 1903, in conference of the before-mentioned parties, a copy of which is hereby attached, including the elucidation, all of which is made a part of this agreement.

Both parties to this agreement shall operate under said arbitration plan wherever the work of the Tile, Grate and Mantel Association may be carried on, regardless of territorial limits.

## ARTICLE II—DAY'S WORK.

That on and after December 7, 1904, to and including the first day of January, 1906, eight hours shall constitute a day's work on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and four hours on Saturdays, of each and every week, beginning at eight o'clock A. M.

## ARTICLE III.

That any member or members of the Ceramic, Mosaic and Encaustic Tile Layers' International Union, No. 52, working within a radius of twenty miles from his or their respective shop or shops, or place of business, shall take such train or boat leaving Greater New York between the hours of seven and eight A. M. that will enable them to begin the day's work at eight o'clock A. M., or as near as possible thereto, and if there be no train or boat leaving between the hours of seven and eight A. M., then the train or boat next leaving Greater New York shall be taken, and returning take the boat, train or car leaving said work nearest five P. M., and on Saturdays between twelve and one o'clock.

## ARTICLE IV—WAGES.

That the wages of all Class "A" members of the Ceramic, etc., No. 52, shall be at the rate of five (\$5.00) dollars per day for Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and two dollars and fifty cents (\$2.50) for four hours work on Saturdays.

Class "C" members shall receive at the rate of three dollars and eighty-two cents (\$3.82) per day; Class "B" members shall receive at the rate of four dollars and thirty-two cents (\$4.32) per day for Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and one-half of the above rate for four hours on Saturdays.

That expenses, such as board, traveling, etc., on out-of-town jobs, and legitimate expenses and all fares in excess of the regular fares from men's home to shop, shall be paid by the employer.

## ARTICLE V—EXTRA TIME.

That all work, labor or services rendered in excess of a day's work, Sunday and the following legal holidays: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day, by any member or members of the Ceramic, etc., No. 52, shall be paid for at the rate of double time, whether such work, labor or services be rendered in any shop or building.

## ARTICLE VI—TIME OF PAYMENT.

That any and all members of the Ceramic, etc., No. 52, shall be paid not later than twelve fifteen o'clock, on each and every Saturday for all work, labor and services rendered for the preceding week. Men coming from out-of-town jobs may be paid one hour later.

## ARTICLE VII—PREPARATION AND MASON WORK.

That the preparing for wall and ceiling tile shall be done by the members of the Ceramic, etc., No. 52, or union plasterers.

That all surfaces intended for the reception of tiles shall be prepared to within one inch of the face of the tiles; same to be made plumb and true, whether included in the contract of tile contractor, plasterer or mason.

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That all material of every description heretofore set by this trade shall be done by members of Ceramic, etc., No. 52.

#### ARTICLE VIII—AGREEMENT.

That all employers and members of this union shall be held by and subject to all the provisions of this agreement while it continues in force.

#### ARTICLE IX—SLABBING.

Tile facings shall be slabbed by the members of the Ceramic, etc., No. 52.

#### ARTICLE X—REPORTING FOR ORDERS.

No tile setter shall be required to report to shop at night for orders after hours and not before 7:30 A. M.

#### ARTICLE XI—MEMBERSHIP.

That the members of the Tile, Grate and Mantel Association will employ only members of the Ceramic, etc., No. 52, on all tile work contracted for within a radius of fifty miles of New York City and all of Long Island.

That they will not give any piece-work or special-contract any tile work, but that the same shall be done by day's work.

#### ARTICLE XII—EMPLOYMENT.

SECTION 1. The New York Tile, Grate and Mantel Association hereby agree to employ none but members of the Ceramic, etc., No. 52, to set tile or other work properly in the tile business, and in consideration of such exclusive employment, said union agrees that its members will work for none but members of said association in good standing, and such other firms established in and regularly engaged in the tile, grate and mantel business in the City of New York, who have signed an agreement identical with this. The original of said agreement to be shown to the secretary of the Tile, Grate and Mantel Association at his request.

SECTION 2. The Ceramic, etc., No. 52, agrees to at all times supply to the members of the Tile, Grate and Mantel Association a sufficient number of competent mechanics to fully meet its contract requirements up to the full membership of their union when necessary.

SECTION 3. That, in the event of the business of the members of the New York Tile, Grate and Mantel Association requiring more mechanics than there are members of the Ceramic, etc., No. 52, and in the event of said union failing to furnish the necessary men, the members of said association may employ such men as they choose, who shall be examined by the Joint Examination Board, as soon after they are employed as is practicable. If men so employed pass the examination, they shall be admitted as members of the union, and in case of failure to pass said examination, they shall not be longer employed by members of said association.

#### ARTICLE XIII—BOARD OF EXAMINERS.

Three members of the New York Tile, Grate and Mantel Association and three members of the Ceramic, etc., No. 52, shall constitute a board of examiners; they to select a seventh member if necessary.

It shall be the duty of this board to examine all the tile setters as to their competency, and classify such. Mechanics failing to pass such examination

shall be given a second trial within six months, and in the event of a second failure shall not be permitted to take another examination within one year.

#### ARTICLE XIV—RULES AND BY-LAWS.

That no rules or by-laws shall be made or continued in force by either party which in any way conflict with the provisions of this agreement.

#### ARTICLE XV—RIGHT OF APPEAL.

In case of a member of the union disciplined by the union for any act done by him in the interest of his employer, such member of the union shall have the right of appeal to the Local Arbitration Board of the trade.

#### ARTICLE XVI—CHANGES AND NOTICE IN WRITING.

Any contemplated changes by either the Tile, Grate and Mantel Association or the Ceramic, Mosaic and Encaustic Tile Layers' International Union, No. 52, parties hereto, notice in writing thereof shall be given by the party contemplating such change or changes, stating fully what the proposed changes are to be, at least three months prior to the expiration of this agreement, and unless such notice is received within the time herein specified this agreement shall be considered binding on both parties for another year.

#### (b.) Agreement with Twelve Independent Employers.

AGREEMENT between ..... of .....  
and the Ceramic, Mosaic and Encaustic Tile Layers' International Union,  
Local No. 52.

#### MUTUAL.

FIRST—Both parties to this agreement do hereby adopt the following:

#### HOURS.

SECOND—That eight (8) hours shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday, Friday, and four (4) hours on Saturday, beginning at 8 o'clock A. M. No work shall be performed between the hours of 12 M. and 5 P. M. on a Saturday.

#### WAGES.

THIRD—That the wages to be paid shall be five dollars (\$5.00) per day, except on Saturday, which shall be two dollars and fifty cents (\$2.50) for four (4) hours work, viz: 8 A. M. to 12 noon. All work rendered in excess of a day's work, or on a Sunday, or a legal holiday, or between the hours of 5 P. M. and 8 A. M. shall be paid for at the rate of double time.

#### EXPENSES.

FOURTH—That expenses, such as board, travelling, etc., on out of town jobs and legitimate expenses, and all fares in excess of the regular fares from men's homes to shop shall be paid by the employer.

#### PAYMENT.

FIFTH—That all members of Local No. 52 shall be paid not later than 12:15 o'clock on each and every Saturday for all work, labor or services rendered for the preceding week. In case a member of Local No. 52 is laid off he must be paid up in full to time of said lay off.

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PREPARATIONS:

SIXTH—That the preparations for all surfaces for the reception of tile shall be done by the members of Local No. 52.

AGREEMENT.

SEVENTH—That all employers, also the members of Local No. 52, shall be held by and subject to all provisions of this agreement while it continues in force.

SLABBING.

EIGHTH—All slabbing of tile shall be slabbed and set by members of Local No. 52.

REPORTING.

NINTH—No tile setter shall be required to report to shop at night for orders after hours, and not before 7:30 A. M.

EMPLOYMENT.

TENTH—That..... will employ only members of Local No. 52, on all tile work contracted for within a radius of fifty miles of

PRIVILEGES.

ELEVENTH—In return the employer can avail himself of all the rights, jurisdictions and territories covered by Local No. 52's affiliations in seeking contracts.

Signed.....Employer.

Signed.....Employee.

Witness:

.....

Agreement entered into.....1905.

NEW YORK CITY TILE LAYERS' HELPERS.

[See account of dispute in New York building industry in Section III.]

*AGREEMENT between the Tile, Grate and Mantel Association of the City, County and State of New York and the Ceramic, Mosaic and Encaustic Tile Layers' Helpers' International Union, Local 53.*

ARTICLE I. Both parties to this agreement do hereby adopt the plan of arbitration approved by the Building Trades Employers' Association and the representatives of the union in conference assembled July the third, 1903, and as elucidated on July 9, 1903, in the conference of the before-mentioned parties, all of which is a part of this agreement. Both parties to this agreement shall operate under said arbitration plan whenever the work of the Tile, Grate and Mantel Association may be carried on regardless of territorial limits.

ARTICLE II. That on and after March 6, 1905, to and including January 1, 1906, 8½ hours shall constitute a day's work on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and 4½ hours on Saturday of each and every week; beginning at 7:45 A. M.

ARTICLE III. That any member or members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local No. 53, working

within a radius of 20 miles from his or their respective shop or shops or place of business shall take such trains or boat leaving Greater New York between the hours of 7 and 7:45 A. M. that will enable them to begin the day's work at 7:45 A. M. or as near as possible thereto, and if there is no train or boat leaving between the hours of 7 and 7:45 A. M., then the train or boat next leaving Greater New York shall be taken and returning take the boat, train or car leaving said work nearest to 5 P. M., and Saturdays between 12 and 1 o'clock.

ARTICLE IV. That the wages of members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, will be at the rate of \$3.00 per day for Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and \$1.50 for 4½ hours' work on Saturdays. That all expenses, board, traveling, etc., on out-of-town jobs and legitimate expenses, and all fares in excess of the regular fares from man's home to shop, shall be paid by the employer.

ARTICLE V. That all work, labor or services rendered in excess of a day's work, Sundays and the following legal holidays, New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, Thanksgiving Day and Christmas Day, by any member or members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, shall be paid at the rate of double time, whether such work, labor or service be rendered in any shop or building.

ARTICLE VI. That any and all members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, shall be paid not later than 12:15 o'clock on each and every Saturday for all work, labor and services rendered for the preceding week. Men coming from out of town jobs may be paid one hour later.

ARTICLE VII. That all employers and members of this union shall be held by and subject to all the provisions of this agreement while it continues in force.

ARTICLE VIII. No tile helper shall be required to report to shop at night for orders after hours and not before 7:30 A. M.

ARTICLE IX. That the members of the Tile, Grate and Mantel Association will employ only members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, of New York City on all tile work contracted for within a radius of 50 miles of New York City and all of Long Island.

ARTICLE X. The New York Tile, Grate and Mantel Association also hereby agrees to employ no other helpers but members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, and in consideration of such exclusive employment, said union agrees that its members will work for none but members of the said association in good standing and such other firms established in and regularly engaged in the tile, grate and mantel business in the City of New York who have signed an agreement identical with this. The original of said agreement to be shown to the secretary of the Tile, Grate and Mantel Association at his request. The Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union of Local 53, agrees to at all times supply to the members of the Tile, Grate and Mantel Association, a sufficient number of competent men to fully meet its contract requirements up to the full membership of their union when



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necessary. That in the event of the business of the members of the New York Tile, Grate and Mantel Association requiring more helpers than there are members of the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, and in the event of the said union failing to furnish the number of men, the members of the association may employ such men as they choose until the union supplies the necessary helpers.

ARTICLE XI. That no rules or by-laws shall be made or continued in force by either party which in any way conflict with the provisions of this agreement. In case of a member of the union disciplined by the union for any act done by him, in the interest of his employer, such member of the union shall have the right of appeal to the local arbitration board of the trade.

ARTICLE XII. Any contemplated changes by either the Tile, Grate and Mantel Association or the Ceramic, Mosaic and Encaustic Tile Layers Helpers' International Union, Local 53, parties hereto, notice in writing thereof shall be given by the party contemplating such change or changes, stating what the proposed changes are to be, at least three months prior to the expiration of this agreement and unless such notice is received within the time herein specified, this agreement shall be considered binding on both parties for another year.

#### NIAGARA FALLS CARPENTERS.

[Terminating dispute of May 1-20, described in Table I, page 46.]

*This agreement, made this 20th day of May, in the year 1905, by and between the Builders' Association of Niagara Falls, N. Y., party of the first part (hereinafter called the Employer), and the Local No. 322, in behalf of the United Brotherhood of Carpenters and Joiners, party of the second part (hereinafter called the Employees).*

Witnesseth, as follows:

ARTICLE I. This agreement shall take effect upon the signature of the same, and continue in effect until April 1, 1907.

ARTICLE II. If at the expiration of this contract, either party intends to change any of the clauses of the same, three months' notice of such intended change shall be given the other party, else the contract shall continue in force until April 1, 1908.

ARTICLE III. Under this agreement eight hours shall constitute a day's work, to be performed between the hours 8 A. M. and 5 P. M., and the scale of wages for journeymen carpenters shall be 35 cents per hour until July 1, 1905, and from July 1, 1905, to April 1, 1907, the scale shall be 37½ cents per hour.

Any labor performed before 8 A. M. or after 5 P. M. shall be paid for at the rate of time and one-half, except as hereinafter mentioned and except Sundays, Christmas, New Year's and Fourth of July, which shall be paid for at the rate of double time.

ARTICLE IV. If found necessary to work after 5 P. M. to finish a job, straight time shall be paid to six (6) o'clock.

ARTICLE V. There shall be a permanent board of arbitration appointed, three members from each party to this contract, to be designated in writing. The persons so appointed may be changed at any time by a new designation

in writing. The six so appointed shall at once choose a seventh person to act as umpire in case of their disagreement, designating him in writing, and they may change the umpire or appoint a new one for a special case at any time by a like writing. In case of a disagreement between the six arbitrators, the decision of the umpire, agreeing with any three of them shall be final. All designations made under this article, and all decisions of such arbitration board, shall be filed with the secretary of the Builders' Association and the secretary of Local No. 322.

The duties of the arbitration board so composed shall be to settle all disputes resulting from the enforcement or a violation of this agreement.

ARTICLE VI. The business agent of the union will not interfere in any way with the progress of work during working hours, except in case of a known violation of this agreement.

No member of the local shall quit work on account of a supposed violation of this agreement until the matter in dispute has been submitted to a meeting of the board of arbitration, provided the same is called in writing within 24 hours.

ARTICLE VII. All employers represented in this agreement will pay their men weekly.

ARTICLE VIII. If any of the clauses of the above agreement are violated and offending party does not enforce the decision of the Board of Arbitration, then this agreement shall be null and void.

Signed:

On behalf of the Builders' Association,

FRED J. ALLEN, *President.*

WILLIAM H. GILLET, *Secretary.*

On behalf of the National Officers of the U. B. of C. & J. of A.,

WM. D. HUBER,

WM. G. SCHARDT.

WM. B. MACFARLANE.

On behalf of the Local Union No. 322 of the U. B. of C. & J. of A.,

HUGH HANNA,

W. J. SWEET.

#### NIAGARA FALLS SHEET METAL WORKERS (UNION NO. 69).

[Terminating dispute of May 1-6, 1905, described in Table I, page 50.]

1. Eight hours shall constitute a day's work at a minimum rate of thirty-five cents per hour until August 1, 1905, and from August 1, 1905, until August 1, 1907, at thirty-seven and one-half cents per hour.

2. Union men shall be employed as far as possible, in so far as the union can furnish competent men when requested to do so by the employers, otherwise shall employ such men as they can obtain.

3. There shall be only one helper employed for every two journeymen employed in a shop. When only one journeyman is employed, one helper will be allowed. Helpers must be laid off before journeymen.

4. A foreman who handles the tools must belong to the union.

5. Time and one-half shall be paid for overtime until twelve o'clock midnight, from then until six A. M. double time, also Sunday, New Year's Day,

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Decoration Day, Fourth of July, Thanksgiving and Christmas Day. No work on Labor Day.

6. Pay day shall be on every Saturday.

This agreement to be in force until August 1, 1907. Any changes desired by either parties, three months notice shall be given before termination of this notice.

[Seal]

M. O. SHRINER, *President.*

FRANK G. SWAN, *Recording Secretary.*

#### NYACK PAINTERS AND PAPERHANGERS.

NYACK, N. Y., *February 14, 1905.*

*To Local Union No. 664, Brotherhood of Painters, Decorators and Paper Hangers of America:*

Gentlemen.—I the undersigned hereby promise and agree that I will employ none but union men, and I hereby further promise and agree that I will pay a minimum scale of wages of \$2.75 per day of eight (8) hours for one year, from March 1, 1905, to March 1, 1906.

Signed this day, the 21st of February, 1905.

.....

Please sign and return to W. H. Smith, Recording Secretary.

A. C. BEARDSLEY.

#### POUGHKEEPSIE SHEET METAL WORKERS.

[Terminating dispute of May 4-27, 1905, described in Table I, page 50.]

*AGREEMENT between the employing Sheet Metal Workers and Roofers and Local Union No. 233, Amalgamated Sheet Metal Workers' International Alliance of Poughkeepsie, N. Y.*

Believing that all trouble can be avoided by having a code of rules to govern the men working at sheet metal work and roofing, we, the undersigned, have adopted the following set of rules to take effect June 1, 1905:

1. Eight hours shall constitute a day's work.
2. The hours of labor shall be from 8 A. M. to 12 M., and from 1 P. M. to 5 P. M.
3. All overtime shall be time and one-half except after 12 o'clock midnight and all Sundays and the following holidays, Decoration Day, July 4th, Thanksgiving Day, Christmas Day and New Year's Day, which shall be double time.
4. No work shall be done on Labor Day.
5. Journeymen sent out of town to work shall be subject to same conditions, and in addition shall have railroad fare and board paid.
6. No strike shall be ordered in a shop by an officer of the Sheet Metal Workers' Union, without first submitting grievance to the employer in whose shop the grievance shall have occurred.
7. No apprentice shall be admitted into the Sheet Metal Workers' Union who has not served his apprenticeship, which shall be a period of four years.
8. The rate of wages shall be \$2.75 per day.
9. When an apprentice shall have completed his four years service, he shall receive \$2.00 per day for the first year following, \$2.25 for the second year

following, \$2.50 for the third year following, and after that he shall receive the regular journeymen's wages.

10. Apprentices shall not be employed where journeymen are not employed, nor shall apprentices be in the majority.

11. All members of this union over sixty (60) years old are exempt from the wage scale.

12. No sheet metal worker shall work for others than members of the Master Plumbers' Association, or other bona fide employers of sheet metal workers, nor shall the employer employ any but members of the Sheet Metal Workers' International Alliance.

13. No journeyman shall be employed without having a clear card or provision made for one by employer.

#### QUEENS AND NASSAU COUNTIES—PAINTERS AND DECORATORS.

*This agreement made this ..... day of ..... A. D., 190..., by and between ..... doing business as contracting painter ..... at No. .... street or avenue, in the city of ..... County of Queens, Nassau, and State of New York, as a party of the first part, and the Painters' District Council of Queens and Nassau Counties, being the executive body for Queens and Nassau Counties of the Brotherhood of Painters, Decorators and Paperhangers of America, as party of the second part, to wit:*

The party of the first part promises and agrees to hire only union men, who are members in good standing in the Brotherhood of Painters, Decorators and Paperhangers of America, with headquarters at Lafayette, Ind.

That is to say that all men employed by said party of the first part must be union men and members of the Brotherhood of Painters, Decorators and Paperhangers of America, or its affiliated bodies, and that none other be employed for the term of one year from the date of this agreement. This agreement is to be in force for one year from date of signature being affixed to this agreement.

The party of the second part promises and agrees, as long as said party of the first part lives up to the union rules and pays the union scale of wages, which is [\$3.28 per day in College Point, Flushing and Great Neck, and \$3 per day in Glen Cove and Long Island City], per day of eight hours and four hours on Saturday, or forty-four hours per week, to take effect April 1, 1905, and employs union men, as per this agreement, to furnish competent union men after a reasonable time, so as to enable the men to be gotten for the contractor.

It is mutually agreed that any sympathy strike ordered by the Building Trades Council shall not be a violation of this agreement, and no man discharged for taking part in such strike.

It is further agreed that any difficulty arising shall be settled by the business agent of the Painters' District Council and the signer of this agreement, and in case of a disagreement the difficulty shall be submitted to a board of arbitration composed as follows: Two men appointed by the District Council of Painters and two men of the party of the first part, the fifth to be chosen by the four. The decision of a majority of this board to be binding on both parties.

It is mutually agreed by the Painters' District Council of Queens and Nassau Counties and the firm ..... that the article in the agreement in regard to reasonable time shall be and is constructed [*sic*] to mean that if union men cannot be secured within forty-eight hours after a call for men has been made the firm ..... shall be permitted to hire non-union men, and put the same to work as soon as the money has been guaranteed for the men's initiation fees. The men to be allowed to work on the permits for one week, so as to give the union time to admit or reject the same.

The men at present shall be given one week's time to make application in the union, and failing at the expiration of that time to apply for membership the men must quit work.

In witness whereof we have set our hand and seal this ..... day of ..... 190...

#### ROCHESTER BRICKLAYERS, MASONS AND PLASTERERS.

*Articles of agreement made this 21st day of February, 1905, by and between the Mason Builders' Association, of the City of Rochester, and the Bricklayers, Plasterers' and Stonemasons' Union, of said city, by their committees duly appointed.*

ARTICLE I. Resolved, that eight hours shall constitute a day's work for Bricklayers, Plasterers' and Stonemasons' Union, No. 39. The hours of work shall be from 8 to 12 A. M., and from 1 to 5 P. M., and the wages shall be fifty-three cents (53c.) per hour, beginning July 1, 1905, and expiring April 1, 1907.

ARTICLE II. It is mutually understood in the decision between the committees that common sense and honest intent shall govern the men and the contractors in the exact moment of quitting and leaving work unfinished when a few minutes of work is necessary to complete the work of the day.

ARTICLE III. Leaving work in an unsafe condition is provided for in Mason's Rules, and such action is not called for but not permitted by them.

ARTICLE IV. The time taken for the noon hour to be left to the wishes and convenience of the contractor and his men in the fall and spring seasons.

ARTICLE V. The number of apprentices to be allowed to each contractor shall be left to the committee of arbitration.

ARTICLE VI. It is agreed that men may be sent from one contractor to another, if agreeable to the men; but, the matter shall not be compulsory, and no man shall be discharged or refused work because he does not go.

ARTICLE VII. It is agreed that brick floors laid in sand and then grouted, can be laid by any one the contractor may deem fit; but, brick floors laid in cement is masons' work and must be done by masons.

ARTICLE VIII. The matter of laying all sewer bottoms is to be left to the employer and his employees to adjust.

ARTICLE IX. Cement and concrete work to be left at the option of the contractor.

ARTICLE X. All pointing on stone and brick walls done with the trowel and floating plastering shall be done by masons, and all stonework, whether laid up dry or in mortar, shall be considered mason work and shall be done by masons.

ARTICLE XI. No mason contractor shall employ a non-union mason or suspended member of the Bricklayers, Plasterers' and Stonemasons' Union, after due notification.

ARTICLE XII. Each contractor shall carry on the business as a builder twelve months before taking an apprentice.

ARTICLE XIII. Before a contractor shall take an apprentice he shall file a sworn statement with the arbitration committee showing the number of days he has worked masons between the first of April and the first of December of the year previous.

ARTICLE XIV. The arbitration committee on receiving such statement, shall give to such contractor a license to take the number of apprentices he is entitled to, signed by the president and secretary as follows: To a contractor working on an average the previous season two masons, one apprentice.

ARTICLE XV. To a contractor working on an average the previous season five masons, two apprentices; and for every additional ten masons, one apprentice.

ARTICLE XVI. On and after April 1, 1895, [sic] all apprentices indentured to learn the mason's trade shall be indentured for four years, and their wages shall be \$1.00 per day, first year; \$1.50 per day, second year; \$2.00 per day, third year; \$2.50 per day, fourth year.

ARTICLE XVII. Should any difference arise between employers and employees the same shall be referred to the arbitration committee before any strike or lockout shall be made.

ARTICLE XVIII. All legal holidays, namely, Decoration Day, Independence Day, Labor Day, Christmas Day and New Year's Day and Sundays, shall be paid double time, and night work shall be from 5 to 9 P. M., time and a half; after 9 P. M., double time.

ARTICLE XIX. When a man is laid off or discharged, he shall be paid immediately. This is not to refer to where a job is not finished.

ARTICLE XX. Men going from job to job during working hours shall receive pay for it.

ARTICLE XXI. Job stewards that are appointed on any job shall notify contractors at once.

ARTICLE XXII. All cutting for shoring, underpinning and any other cutting shall be considered mason work.

ARTICLE XXIII. When contractors take members of Union 39 to work outside the jurisdiction of any subordinate union, it is mutually agreed that we work nine hours per day.

ARTICLE XXIV. All members of Union 39 shall be paid in full before quitting time on Saturday.

ARTICLE XXV. That all the ducts in conduits requiring the use of the trowel and mortar shall be considered mason work and shall be done by masons.

ARTICLE XXVI. Union No. 39 hereby agrees that its members shall not contract for work in competition with contractors.

ARTICLE XXVII. Members of Union No. 39, when working by the day for other than mason contractors, shall charge not less than sixty cents (60c.) per hour for such work.

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ARTICLE XXVIII. That where contractors belonging to the Mason Builders' Association send their masons to do day work for any corporation, company or individual, one of the masons shall have charge of the work, unless a regular mason foreman is sent with them.

ARTICLE XXIX. Any member of Mason Builders' Association or of Union 39, who shall violate any of the articles in this book shall be immediately reported and shall be dealt with at the discretion of the Joint Board of Arbitration.

ARTICLE XXX. These articles of agreement shall continue in force until amended or repealed.

Joint Arbitration Committee.—For contractors: John J. L. Friederich, chairman; Geo. B. Garrison, Henry Stallman, Jr., G. L. Swan, J. Herbert Grant. For masons: James Fox, secretary; John Geiss, A. Glantschnig, C. Eschenburg, James O'Hare.

#### ROCHESTER CARPENTERS.

[Early this year the carpenters belonging to locals 72 and 179 of the Brotherhood of Carpenters resolved to ask an advance of 40 cents a day over the rate of 1904 (\$2.80). The contractors' association declined to make an agreement on that basis and after prolonged negotiations the 1905 agreement was signed late in April on the basis of a compromise rate of \$3 a day.]

*Articles of agreement and trade rules made and entered into this 1st day of May, 1905, between the Carpenter Contractors and Builders of Rochester, N. Y., party of the first part, and Carpenters' District Council of Rochester and Monroe County, party of the second part.*

FIRST. It is mutually agreed between the above named parties that eight hours shall constitute a day's work; that the working hours shall be from 8 A. M. to 12 M., and from 1 P. M. to 5 P. M., to be known as regular working hours.

SECOND. It is further agreed upon between the above named parties that the minimum rate of wages shall not be less than \$3 per day for journeymen carpenters for regular working hours, foremen to receive five cents per hour above the minimum scale of wages paid journeymen.

THIRD. It is further agreed between the above named parties that work done on the following holidays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Sundays shall be paid for at the rate of double time; that all overtime must be paid for at the rate of time and a half.

FOURTH. The parties of the second part do further agree not to work for any person not regularly engaged in the carpenters and joiners' trade for less wages than \$3.80 per day for regular working hours, and not less than double time for all hours known as overtime.

FIFTH. The parties of the second part do also further agree that, as a body, they will not demand any advance of wages until the expiration of this agreement.

SIXTH. It is further agreed that no contractor shall employ more than one apprentice to each five journeymen in his employ, but shall be allowed the privilege of employing as many laborers as he sees fit; but in no case shall the said laborers be allowed to use carpenters' tools. Anyone working at the trade less than three years, and being under the age of twenty-one years, shall be classed as an apprentice.

**SEVENTH.** And it is mutually agreed that if either of the parties wish to change this agreement at its expiration, they shall give at least three months' notice in writing.

#### ROCHESTER ELECTRICAL WORKERS.

*This agreement, made and entered into this 5th day of April, in the year of our Lord one thousand nine hundred and five, and remaining in effect until May 1, 1908, by and between the Electrical Contractors of Rochester, New York, hereinafter referred to as the party of the first part, and Local Union No. 86, I. B. E. W., of the same place, hereinafter referred to as party of the second part.*

**Witnesseth:** In consideration of mutual covenants hereinafter expressed, the said parties agree to adopt the following working rules, and that each of said parties shall execute a bond, with sufficient securities, in the penal sum of two hundred dollars (\$200.00), conditional for the faithful observance of the same.

#### WORKING RULES.

1. Journeymen shall be all ready to begin actual work on the job at 8 A. M. and 1 P. M. Eight hours work on the job between the hours of 8 A. M. and 5 P. M. shall constitute one day's work. Time shall not be taken for cleaning up or packing tools before quitting time 12 noon, and 5 P. M., and each leaving of the job before 12 noon and 5 P. M., unless another quitting time is established for the job, shall be a violation of this agreement. Helpers shall report at the shop between 7:30 and 8 or between 5 and 5:30 to obtain such material as may be necessary.

In case a journeyman is not furnished with a helper, and is obliged to report at the shop for material, his time shall be started from 8 A. M. and 1 P. M. at the shop.

2. If working outside of Rochester journeymen shall not report at the shop nor leave the city earlier than 7:30 A. M. All transportation expenses shall be furnished by employer, together with any additional cost for board and lodging in excess of what said journeyman's expenses would be if he remained in Rochester, said party of the second part to have preference over jobs within a radius of 30 miles outside of 30-mile limit, job to be under supervision of members of party of second part, with option of first party employing outside union labor.

3. For all time that members of the second part may be required to work in excess of eight hours, they shall be paid at the rate of time and one-half and for Sundays or legal holidays and between the hours of twelve midnight and seven A. M., double time shall be paid.

4. The aforesaid legal holidays shall be: New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day and Christmas.

5. The number of helpers for journeymen wiremen employed by any contractor or firm at any time during the life of this contract shall not exceed the number of journeymen employed by said contractor or firm at said time, and the number of helpers working upon any wiring job shall not exceed the number of journeymen actually working upon said job.

All jobs shall be under the immediate supervision of a journeymen member of party of second part, and no helper shall be deemed a journeyman,



and given charge of a job with other men working under his orders, unless said helper has had at least three years' practical experience in inside wiring, and no journeymen be available.

6. The minimum rate of wages for journeymen of five years' experience shall be \$3 per day, and for two years' experience shall be \$2.75 per day, and for journeymen of less experience \$2.50 per day.

Rate for third year helpers shall be \$9 per week, second year helpers \$4.50 per week, and first year helpers \$3 per week.

7. Wages shall be paid weekly and to be ready for delivery at 5 P. M. and the wages of each member of the second part shall be placed in an envelope sealed, and the name of the member of the second part the number of hours that he has worked, and the amount that he has received shall be endorsed in English upon the outside of said pay envelope.

8. It is further agreed that after the execution of this agreement, members of party of second part shall be given a preference over non-members in being employed and being retained in employ of members of first party. In case said party of second part cannot furnish available and capable members, then members of party of first part shall be permitted to secure men elsewhere, and pay said men, same scale of wages as per this agreement.

9. No member of party of first part shall perform any work in violation of this agreement, unless it shall be necessary in cases of trouble, and no member of party of second part capable of doing said work be available. No member or party that can be controlled by party of second part, shall do or perform any work on or at pertaining to any electrical apparatus or wiring except for party of first part, while in the employ of a member of party of first part.

10. It is further agreed that no member of party of first part shall allow or permit any benchman, unless a member of party of second part, to do or perform any work on or pertaining to any electrical wiring, except machinist's work, or as helper to a journeyman wireman except when members of party of second part are not available.

11. Each member of the party of the first part shall furnish to its employees good substantial ladders, all bits and drills, exceeding eighteen inches in length which may be necessary, stocks and dies, pipe wrenches, exceeding 10 inches, and pipe cutters for conduit work, hack saw blades, pipe vise and oil can.

Party of the second part agrees to be responsible for said ladders, tools, bits or drills, ordinary wear excepted, and except when no provisions have been made by party of first part for proper care of same, and in case of loss of any of the above mentioned tools, the party of the second part agree to pay to said party of the first part the cost of the same.

12. If any member of party of second part perform his work improperly, except repair work, he shall be required to correct the same on his own time, unless the error be due to the method or directions given him by his foreman, and it shall be optional with said member whether he shall correct said work during regular working hours, or at other times within 5 days.

13. Each party hereto agree not to make any agreement, secret or otherwise, with their own members or other parties to this agreement, the effect of which will be to interfere with the letter or spirit of this agreement, nor to be bound by any working rules not herein contained.

14. In case of an alleged breach of this agreement, the party making such claim shall personally serve a notice thereof in writing on the other party. If no notice be given as to the person upon whom such service shall be made, then service upon any other member of the offending party shall be sufficient. If the claim be disputed, it shall be referred to an arbitration committee within two days if either party so desires, and the decision of such committee shall be final and conclude [*sic*] both parties; said committee shall consist of three, each party shall select its own arbitrator, and these two shall select a third who shall not be a member of either of said parties. Any fines imposed by said committee shall be paid by the offending party to the aggrieved party and if the same is not paid within ten days from the date of notice of such decision, the aggrieved party may commence an action upon the aforesaid bond for the collection of such fine, including the cost of service of said third arbitrator. The service of said third arbitrator shall be paid by the party against whom the award shall be made. In case the claim for breach of contract be sustained, the offending party shall pay to the aggrieved party the sum of ten (\$10.00) dollars for each offense. Each and every entry of a non-member of party of second part upon a job to perform work in violation of this agreement shall be deemed a violation thereof.

15. It is also further agreed that if either of the parties to this agreement shall desire to change said agreement, said party shall give notice in writing of such intention to the other party at least three months prior to the expiration.

Electrical Contractors' Association of Rochester, N. Y.

FRED FISH,

THOMAS GREEN,

J. McDONNELL,

*Committee for Contractors.*

A. FERGUSON,

E. EHHHARDT,

C. WARDER,

H. PIERCE,

L. ROCKWOOD,

*Committee for Local 86.*

#### ROCHESTER HOD CARRIERS AND BUILDING LABORERS.

*Articles of agreement made and entered into this 17th day of July, 1905, between the Mason Builders' Association and the three Locals of the International Hod Carriers and Building Laborers' Union of America, Nos. 15, 60 and 65, of Rochester, N. Y.*

ARTICLE 1. It is mutually agreed by the afore-named parties that eight (8) hours shall constitute a day's work; that the working hours shall be from 8 A. M. to 12 M., and from 1 P. M. to 5 P. M., to be known as regular working hours.

ARTICLE 2. It is further agreed by the afore-named parties that the minimum rate of wages for Building Laborers shall be twenty-three (23) cents per hour for regular working hours.

ARTICLE 3. All Laborers working on building shall be allowed to work from fifteen minutes to 8 A. M. and from ten minutes to 1 P. M. and receive for said twenty-five minutes overtime, twelve (12) cents.

ARTICLE 4. No other overtime is allowed for Laborers to work, except as stated in Article 3, or in case of fire, flood, danger to life or loss of property; in such case, time and a half shall be paid. On Sundays, and legal holidays, such as New Year's Day, Decoration Day, Independence Day, Labor Day and Christmas Day, double time shall be paid.

ARTICLE 5. It is further agreed by the afore-named parties that the business agent of the Laborers' Union shall have power to visit jobs where Laborers are working, outside of regular working hours.

ARTICLE 6. When necessary to work men in shifts, such extra labor shall not be classed as overtime.

ARTICLE 7. Classification of work.—Wrecking of buildings, excavation of buildings, digging of trenches, piers and foundation holes, caisson work, concrete for buildings, whether foundations, floors, or any other, whether done by hand or any other process, tending to masons' mixing, handling of all materials used by masons, building of scaffolding for mason plasterers, tending to carpenters, tending to and mixing of all material for plastering, whether done by hand or any other process, cleaning of debris from buildings, shoring, under-pinning and raising of old buildings, drying plastering when done by salamander heat, and handling of dimension stones.

ARTICLE 8. When Laborers are discharged they shall be paid immediately.

ARTICLE 9. It is further agreed by the afore-named parties that if either of the afore-named parties wish to change the above agreement at its expiration, they shall give, at least, thirty (30) days' notice in writing.

ARTICLE 10. Should any difference arise between employers and employees the same shall be referred to the Arbitration Committee before any strike or lockout shall be made.

ARTICLE 11. It is further agreed by the above-named parties that all provisions of this agreement shall be binding on both parties from July 17, 1905, to April 1, 1907.

J. J. L. FRIEDERICH,  
G. L. SWAN,  
GEO. B. GARRISON,  
HENRY STALLMAN, JR.,  
J. H. GRANT,  
ALBERT ROEGNER,  
CHAS. P. GAST,  
JOSEPH CIECHANOWSKI,  
HERMAN LEISKE,  
LOUIS WHITE,

*Joint Arbitration Committee.*

#### SYRACUSE GLAZIERS.

[Terminating dispute of April 3–May 20, 1905, described in Table I, page 48.]

*Brotherhood of Painters, Decorators and Paperhangers of America, Local Union No. 31: Journeymen Glaziers' Schedule of Prices.*

SECTION 1. Nine hours shall constitute a day's work.

SECTION 2. Hours of work shall be from 7:55 A. M. to 12 M., and from 12:55 P. M. till 6 P. M., except Saturday, and then till 5 P. M.

SECTION 3. All overtime shall be charged at one and one-half the regular rate. In extreme cases where on account of unavoidable reasons, extra

hours must be worked, permission can be given to the members to work at the regular rate, with the consent of the business agent of the union, but no member shall be discriminated against because he refuses to work overtime. Sunday and holiday work, shall be charged at double the regular rate. The holidays shall be New Year's, Fourth of July and Christmas.

SECTION 4. No overtime work shall be done except in cases of absolute necessity.

SECTION 5. Members of the local union working for any regular employer, shall be allowed to work for \$2.25 per day; this shall constitute the minimum price paid journeymen.

SECTION 6. Employers shall employ none but union men, and no union man shall work with anyone else he has a permit or working card up to date.

SECTION 7. All contractors, bosses or jobbers, working at the trade, instead of signing this schedule, must become members of the local union.

SECTION 8. All employees must be paid weekly in full.

SECTION 9. This schedule goes into effect on the 22d day of May, 1905.

#### SYRACUSE PAINTERS AND DECORATORS.

SECTION 1. Eight hours shall constitute a day's work.

SECTION 2. Hours of work shall be from 7:55 A. M. to 12 M., and from 12:55 P. M. till 5 P. M., except Saturday, and then till 4 P. M. From November 1st to April 1st, a half hour will be allowed at noon to fill the day's work.

SECTION 3. Members of the local union shall not work between the hours of 5 and 6 P. M., unless to finish a job, and then not more than twenty minutes.

SECTION 4. No workman to be held responsible for work done on walls not prepared by himself.

SECTION 5. All overtime shall be charged at one and one-half the regular rate, except Sunday and holiday work, which shall be charged at double the regular rate. The holidays shall be New Years, Fourth of July and Christmas.

SECTION 6. No overtime work shall be done except in places where business would be interfered with during regular working hours.

SECTION 7. Members of the local union working for any regular employer, shall be allowed to work for \$3 per day; this shall constitute the minimum price paid journeymen; \$3.50 to be charged to any person other than a regular employer.

SECTION 8. Employers shall employ none but union men, and no union man shall work with anyone unless he has a permit or working card up to date, except as per by-laws.

SECTION 9. Employers shall be allowed an indentured apprentice for every ten men and one for every additional ten men employed, provided that papers are made out and accepted by the local union, and no employer or member of the local union employing less than five men steadily will be allowed an apprentice.

SECTION 10. On any building where total cost is \$10,000, or more, and where boss painters refuse or neglect to estimate for the painting, members shall be allowed to work under a union foreman for the contractor for the

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minimum rate of wages, contractors to furnish all scaffolding, brushes and tools.

SECTION 11. All contractors, bosses or jobbers, working at the trade, instead of signing this schedule, must become members of the local union.

SECTION 12. No carpenter shall be allowed to sign this schedule.

SECTION 13. All employees must be paid weekly in full.

SECTION 14. This schedule goes into effect on the 3d day of April, 1905.

#### SYRACUSE SHEET METAL WORKERS.

[Agreement proposed by Amalgamated Sheet Metal Workers' Union No. 39; signed by 13 concerns in April, 1905; non-acceptance by other concerns led to strike of April 1, 1905-Feb. 9, 1906, described in Table I, page 50.]

*This agreement to take effect April 1, 1905.*

SECTION 1. That the hours of labor shall be from 7:55 A. M. until 12 M.; and from 12:55 P. M. until 5 P. M.; except Saturdays, when work shall be from 7:55 A. M. until 12 M., and from 12:55 P. M. until 4 P. M.

SECTION 2. That the scale of wages shall not be less than three dollars (\$3.00) per day, and the same are due and payable on each Saturday at the office of the employer, within one hour after quitting time; and all overtime shall be paid for at the rate of one and one-half regular rate of wages, excepting Christmas, Fourth of July, Labor Day and all Sundays, which shall be double time.

SECTION 3. All members working outside the city of Syracuse, shall be subject to all conditions of this agreement, and in addition thereto shall have their board paid and railroad ticket furnished. Traveling time to be paid as regular time whether week day or Sunday.

SECTION 4. No general strike shall be ordered in any shop, by any officer of the union where this agreement is lived up to while this agreement is in effect; but going on a sympathetic strike, when ordered by the Trades Assembly, or Building Trades Council, is not considered a violation of this agreement.

This agreement expires March 31, 190..

#### TROY CARPENTERS.

[For the trade rules of mill men in the union, see above under Class III (page 253).]

*Trade rules of the Carpenters' Joint District Council of Troy, N. Y., to be in force from April 1, 1905, to April 1, 1906.*

Eight hours shall constitute a day's work; to begin at 8 A. M. and end at 5 P. M., except on Saturday, when work shall terminate at 4 P. M. Exception to this rule: If all men working in any shop so elect, they may start at work at 7:30 A. M., but must stop work at 12 o'clock, noon, on Saturday; and no more than 47 hours maximum shall be worked in any week as regular time. All shops going to work at 7:30 A. M. cannot work Saturday afternoon between the hours of 12 o'clock, noon, and 6 P. M.

The minimum rate of wages shall not be less than 35 cents per hour for all regular working hours, up to April 1, 1906. Overtime to be paid at the rate of time and one-half, except for the time worked between the hours of 6 P. M. Saturday and 7:30 A. M. Monday, Decoration Day, Fourth of July,

Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, for which double time will be paid.

No union carpenter shall work for any person or persons not regularly engaged in the carpenter business for less than 45 cents per hour, upon any construction, repairing or alteration of any building, except such men as are employed the year round by firms or corporations not engaged in the construction or repairing of buildings.

All persons using carpenters' tools or working at carpenter work must carry the quarterly working card of the District Council, and be subject to these rules. This includes apprentices, foremen and contractors, etc.

No union carpenter shall work more than two days with a non-union man, without reporting the same to the business agent, and all persons using carpenters' tools without the card will be considered non-union.

All members of the U. B. or A. S. of C. and J. coming into this district must apply to the business agent for a working card.

Should either party to this agreement desire a change, notice must be given of same on or before February 1, 1906.

P. S.—All employers signing these trade rules will be placed on the fair list of the Building Trades' Council.

[These rules are signed by all the contracting carpenters of Troy and vicinity.

JAMES G. WILSON, *Business Agent.*]

#### WHITE PLAINS BUILDING TRADES.

*We the undersigned and the Building Trades Advisory Board of the District of White Plains, do each with the other enter into the following agreement:*

ARTICLE I. That eight (8) hours shall constitute a day's work between the hours of eight (8) A. M. and five (5) P. M.

ARTICLE II. That each trade shall receive the following minimum scale of wages:

Carpenters .....	\$3 28
Masons .....	3 50
Plumbers .....	3 50
Painters .....	3 28
Hod carriers and masons' helpers.....	2 25
Lathers, per 1,000.....	2 50

ARTICLE III. Time and one-half for all overtime, double time for Sundays and the following holidays: Decoration Day, Fourth of July, Thanksgiving Day, and Christmas. Labor Day, no union man will be allowed to work.

ARTICLE IV. That the representative of the locals shall have the privilege of examining the cards of members at all times.

ARTICLE V. That no employer shall sub-contract any work in the building line to a journeyman.

ARTICLE VI. That all differences between the parties of the first part and the parties of the second part shall be referred to a committee of four, two to be selected by the parties of the first part and two by the parties of the second part. In case of a deadlock the committee to select by a majority vote a referee whose decision shall be final.

No strike or lockout shall be ordered pending a decision of the committee, which must meet within 48 hours.

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ARTICLE VII. That no demand for hours or wages shall be enacted before giving at least six (6) months notice previous to the enforcement of such demand.

ARTICLE VIII. Contractors and Builders agree that all mechanics employed shall be union men as recognized by local unions.

ARTICLE IX. Rules governing improvers and apprentice carpenters, one improver to five (5) journeymen and an apprentice to ten (10) journeymen or less. Improver to receive not less than \$2.50 per day.

ARTICLE X. That not more than two members of any firm shall be permitted to handle tools. Members of any firm not to work more than eight (8) hours per day.

ARTICLE XI. Payments to be made in full at least every two (2) weeks on or before five o'clock.

ARTICLE XII. Any contractor or builder found guilty of violating this agreement shall be declared unfair.

ARTICLE XIII. We the undersigned parties of the first part and parties of the second part do hereby further agree that at any time while these agreements are in force that if we at any time have charges preferred against us in writing, for a violation of any of said rules and if found guilty by the Arbitration Committee, we will pay such fine as the committee imposes, within fifteen (15) days.

One-half of this to go to the White Plains Hospital, and the other half to the party aggrieved.

#### WHITE PLAINS BUILDING LABORERS.

*We the undersigned Contractors and Builders and Hodcarriers and Building Laborers of America, Local Union No. 9, White Plains, N. Y., do each with the other enter into an agreement to the following:*

ARTICLE 1. That eight hours shall constitute a day's work.

ARTICLE 2. That the rate of wages shall be \$2.25 per day.

ARTICLE 3. That our representative shall have the privilege at all times to examine members' cards.

ARTICLE 4. That none shall be employed but recognized members of the Hodcarriers and Building Laborers' Union of America.

ARTICLE 5. That all differences between men and bosses shall be referred to an arbitration committee of six members, consisting of three from the Hodcarriers and Building Laborers and three from the Master Builders. Should the said committee fail to reach an agreement, the same shall be left for settlement to one disinterested party. Both associations shall be satisfied to [sic] the referee.

ARTICLE 6. Any Hodcarrier or Building Laborer working overtime shall receive time and one-half; double time for Sundays and the following holidays: Decoration Day, Fourth of July, Thanksgiving Day. No men shall be allowed to work on Christmas Day, also Labor Day.

ARTICLE 7. That no demand for wages shall be enacted before first giving at least three months notice previous to the enforcement of such demand.

ARTICLE 8. All men to be paid every two weeks.

ARTICLE 9. Classification of work.—The placing and handling of stone and mortar to masons, mixing and handling of cement and concrete, whether for

floors, piers or foundations, the mixing of all material and carrying to plasterers, also the mixing and carrying of mortars, and carrying or wheeling of bricks, whether rough or front bricks, to bricklayers, the cleaning of floors and debris from buildings, also the handling of timbers and material to carpenters, where laborers are needed. No apprentice mason to be allowed to interfere with the Hodcarriers and Building Laborers' work.

ARTICLE 10. In expression of good faith, we the contracting parties, each to hold a copy of this agreement, with the seal of the organization entering the agreement.

November 18, 1904.

JOHN EMBERSON,  
FRANK J. MCGUIRE,  
W. H. WESLEY,  
*Committee.*

#### WHITE PLAINS PAINTERS.

*The undersigned, Local No. 250, Brotherhood of Painters, Decorators and Paper Hangers of America and ..... do each with the other enter into the following agreement:*

ARTICLE I. That eight (8) hours shall constitute a day's work, between the hours of 8 A. M. and 5 P. M.

ARTICLE II. That the rate of wages shall be \$3.28 per day.

ARTICLE III. That the representatives of Local No. 250, have the privilege at all times to examine members' cards.

ARTICLE IV. That no employer shall sub-contract any work to a journeyman. This does not prevent the hanging of paper or burlaps by the roll or yard.

ARTICLE V. That all differences between the men and masters should be referred to an executive committee of six; three from the Master Painters and three from Local No. 250. No strike shall be ordered until after the meeting of the Joint Arbitration Committee. Meeting of above committee must be held within twenty-four hours after complaint.

A failure of this committee to meet will be considered a sufficient cause for a strike or lockout.

ARTICLE VI. Time and one-half for overtime; double time for Sundays and the following holidays: Decoration Day, Fourth of July, Thanksgiving Day and Christmas. On Labor Day, no union man will be allowed to work.

ARTICLE VII. That no demands for hours or wages shall be enacted before giving at least six months' notice previous to the enforcement of such demands; new demands may be served; new demands to date from issue of rejected demands.

ARTICLE VIII. Master Painters agree that all mechanics employed shall be recognized members of the Brotherhood of Painters, Decorators and Paper Hangers of America.

ARTICLE IX. Painters, one apprentice to every ten men or less; not more than two apprentices to any one shop; to serve three consecutive years. No apprentice to start trade after twenty-one years of age.

ARTICLE X. That not more than two bosses of any firm shall be permitted to handle tools.



ARTICLE XI. Pay day on every Saturday, on or before 4:30 P. M.; working week to end on Saturday.

ARTICLE XII. Any contractor or builder guilty of violating their agreements shall be declared unfair.

ARTICLE XIII. This agreement to take effect April 1, 1905, and remain in full force until April 1, 1907, unless otherwise specified.

ARTICLE XIV. No journeyman painter or paper hanger shall be allowed to estimate on a job while employed by a master painter. Should any journeyman remain idle for a period of one week, he may estimate on work, and any contracts secured by him must be turned over to a master painter, who must employ said journeyman on the job, the said journeyman to receive ten per cent. of the profits of the job in addition to his regular pay. No journeyman painter or paper hanger shall be allowed to engage in business for himself or do contracting until he shall have given the master builders' association a written notice two weeks previous.

ARTICLE XV. We, the members of Master Painters and Local No. 250, Brotherhood of Painters, Decorators and Paper Hangers of America, do each with the other agree that if at any time these agreements are in force, we have charges preferred against us in writing for a violation of any trade rules, and if found guilty by the arbitration board, we will pay such fine as the board imposes, within fifteen days; one half of fine to go to the White Plains Hospital, and the other half to be equally divided between the Master Painters and the Local.

#### YONKERS CARPENTERS.

*Agreement by and between the Master Carpenters' Association and the District Council of the United Brotherhood and the Amalgamated Society.*

*In consideration of the agreement herein made, each party agrees to and with the other as follows:*

1. That 44 hours shall constitute a week's work, 8 hours each day, except Saturday, when all work shall cease at noon and the remainder of the day shall be observed as a half holiday.

2. The rate of wages shall be 44 cents per hour, until after April 1, 1906. All overtime shall be at the rate of time and a half. Sundays and holidays shall be double time.

3. That journeymen doing work on their own account charge jobbing trade rates.

4. That trade rule No. 2, fining a carpenter for sharpening tools on his own time, the fine is eliminated.

5. That trade rule No. 3, fining a carpenter for starting to work before time, the fine is eliminated.

6. That trade rule No. 6, fining a carpenter for doing an unreasonable amount of work, the fine is eliminated.

7. That an arbitration committee consisting of five from the Master Carpenters and five from the Joint District Council is formed, they to have power to select one more in case of inability to agree, to whom all questions arising between the Master Carpenters and the Joint District Council shall be submitted for settlement.

Any changes to this agreement contemplated on April 1, 1906, by either party will be submitted to the arbitration committee prior to January 1, next.

H. W. MALLISON,  
 NEWTON QUICK,  
 WM. J. EARL,  
 FRANK E. MAXWELL,  
 EDWARD HOUGHTALING,  
 GEO. ROBINSON,

(Copy)

Committee.

### XIII. TRANSPORTATION.

#### SEAMEN COOKS, STEWARDS, AND TUGMEN OF THE GREAT LAKES.

[On the third of March the Lake Carriers' Association at a conference held in Cleveland renewed its annual agreement with the Lake Seamen's Union and the Marine Cooks' and Stewards' Union, for the present season of navigation; and at Chicago a week later the Lumber Carriers' Association likewise entered into agreements with the two organizations of mariners. The wage scale of the seamen (of whom there are upward of 3,500) provides for an advance of \$2.50 a month (\$27.50 instead of \$25) for ordinary seamen, which is the only change from the 1904 scale. The cooks' and stewards' agreement with the Lake Carriers involves no change in the scale; chief cooks receive \$70 a month for the entire season, second cooks \$30 until October 1st and \$37.50 until the close of navigation, porters \$25 and \$35, respectively.]

##### (a.) Lake Seamen.

*This agreement, made and entered into at the city of Cleveland, by and between the Lake Carriers' Association, a corporation of the State of West Virginia, by its executive committee, duly authorized, and the Lake Seamen's Union, by its duly authorized representatives, witnesseth as follows:*

SECTION 1. This agreement is made for the navigation season of 1905, on the Great Lakes for all vessels enrolled, or hereafter enrolled, in the Lake Carriers' Association.

SECTION 2. All steamers covered by this contract shall carry members of the Lake Seamen's Union in the following capacities: Wheelsmen, watchmen, lookoutsmen, between-deck watchmen and ordinary seamen.

SECTION 3. All barges covered by this contract shall carry members of the Lake Seamen's Union in the following capacities: Mates, sailors and donkeymen.

SECTION 4. The Lake Seamen's Union agrees to furnish a sufficient number of competent men to fill the above mentioned capacities when called upon to do so, to the best of its ability; but in the event that the Lake Seamen's Union is unable to furnish a sufficient number of men when called upon, the owner, agent or captain may ship non-union men until such time as union men can be obtained.

It is understood and agreed that whenever, on account of the inability of the Seamen's Union to furnish men, and non-union men are employed, said non-union men are to be shipped for the round trip and there shall be no interference with non-union men so employed during the said round trip.

SECTION 5. The rules with reference to the number of wheelsmen, watchmen and lookoutsmen carried on all steamers shall remain the same as heretofore. Steamers not covered by the following manning scale shall carry the same number of ordinary seamen as heretofore.

### III.394 NEW YORK STATE DEPARTMENT OF LABOR.

Steamers in the package freight trade of 2,400 gross tons to 2,500 gross tons, government register, shall carry no less than five ordinary seamen. Steamers in package freight trade of 2,500 gross tons or over, government register, shall carry six ordinary seamen.

#### COARSE FREIGHTERS.

Steamers of 1,500 gross tons, government register, up to 2,500 gross tons, shall carry the same number of ordinary seamen as heretofore, but not less than three. Steamers of over 2,500 gross tons and up to 4,000 gross tons shall carry the same number of ordinary seamen as heretofore, but not less than four. Steamers of over 4,000 gross tons to 5,500 gross tons, same as heretofore, but not less than five. Steamers of over 5,500 gross tons shall carry the same number of men as heretofore, but not less than six.

SECTION 6. It is the intention of the Lake Carriers' Association to give the men covered by this agreement watch and watch whenever possible; the captain, however, to be the sole judge as to the necessity of when he requires the services of the whole crew.

Wheelmen, watchmen and lookouts on package freight boats shall be governed by the same rules as heretofore.

Crews shall be given time during working hours to, and shall, keep their quarters in clean and sanitary condition.

Ordinary seamen on coarse freighters shall not be required to pass coal for more than one fireman each.

SECTION 7. Tow barges of 850 gross tons, government register, and up to 2,100 gross tons, government register, shall carry no less than one mate, one donkeyman and four able-bodied seamen before the mast. Tow barges of over 2,100 gross tons, government register, shall carry one mate, one engineer or donkeyman and six able-bodied seamen. On whalebacks of the smaller class carrying a towing machine and carrying an engineer, they shall carry a mate and four able-bodied seamen.

SECTION 8. On all vessels in the salt, alabaster, stone, railroad-iron, pig-iron, cedar or pulpwood trade, the men shall receive twenty-five (25) cents per hour, when working at cargo at all times over and above their regular wages.

SECTION 9. On all boats in the Welland Canal, Lake Ontario and the St. Lawrence River trade the rule shall remain the same as heretofore.

SECTION 10. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby, to the shipping master of the Lake Carriers' Association or his assistants at the port nearest to which such vessel is lying, and such shipping master in turn shall make requisitions on the shipping officers of the Lake Seamen's Union for all such men. And if any transportation is required to get the men to the vessel, the same shall be furnished by the shipping master of the Lake Carriers' Association, the shipping officers of the Seamen's Union guaranteeing that men so furnished with transportation will ship and serve for the trip on the boats to which they have been assigned. Nothing in this article shall prevent or prohibit the master or officer of a vessel shipping union men who may apply to him for a job as heretofore.

SECTION 11. It is understood and agreed that in the event of any grievance, no man shall quit without first consulting with the agent or delegate of the Lake Seamen's Union.

There shall be no Sunday or legal holiday work such as painting, scrubbing of paint or cleaning brass; scrubbing of decks, however, not to be construed under this paragraph as unnecessary.

SECTION 12. It is further understood that after a vessel has completed her round trip, if any of the employees covered by this agreement quit, there shall be no obligation to hire others until they are needed.

In case a vessel goes out of commission before the completion of the trip for which the crew has been engaged, the crew shall receive railroad transportation to the port where the trip was commenced.

SECTION 13. It is also agreed that the offices of the Lake Seamen's Union shall be kept open night and day during the season of navigation at the ports of Buffalo, Ashtabula, Cleveland, South Chicago, Chicago, Milwaukee and Detroit.

It is understood that there will be no objection to a boat carrying five ordinary seamen and five able-bodied seamen in place of six ordinary seamen and four able-bodied seamen if the captain so desires.

SECTION 14. In the event of any differences arising between the two parties hereto as to the meaning or intent of this contract, the men shall continue to work and said differences shall be arbitrated.

#### WAGE SCALE.

Subject to the foregoing terms and conditions, the Lake Carriers' Association and the members of the Lake Seamen's Union do hereby agree to the following scale of wages for the said season of 1905.

SECTION 1. The rate for wheelsman, watchmen and lookoutsman, required by the laws to make up the vessel's complement, shall be paid at the rate of forty-five (\$45.00) dollars per month from the opening of navigation to the first day of October, and from the first day of October to the close of the season of navigation at the rate of sixty-five (\$65.00) dollars per month.

SECTION 2. Ordinary seamen shall receive at the rate of twenty-seven dollars and fifty cents (\$27.50) per month from the opening of navigation to October first, and at the rate of thirty-seven dollars and fifty cents (\$37.50) per month from October first to the close of navigation.

SECTION 3. Mates on tow barges of the larger class (vessels which paid their mates \$70.00 a month last year) shall be seventy (\$70.00) dollars per month for the entire season. Mates on other barges shall receive not less than ten (\$10.00) dollars per month more than seamen on the same vessel; and donkeymen five (\$5.00) dollars more than seamen.

SECTION 4. Able-bodied seamen on tow barges shall receive forty-five (\$45.00) dollars per month, until October first, and sixty-five (\$65.00) dollars per month from October first to the close of navigation.

SECTION 5. Engineers on tow barges carrying towing machines shall receive sixty-seven and one-half (\$67.50) dollars per month.

SECTION 6. It is further agreed that the wages on steamers and barges while fitting out, and while the crew is not boarding on the vessel, shall be \$1.75 per day.

### III.396 NEW YORK STATE DEPARTMENT OF LABOR.

It is the intention of the parties to this agreement that the Lake Seamen's Union shall and must furnish and supply to all vessels of the Lake Carriers' Association all of the men they require of the classes mentioned herein, to the utmost of their ability.

It is understood that the said Seamen's Union agrees that it will at all times use its best efforts and so far as possible guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers' Association; and, further, that said Seamen's Union will not order or allow its members to go on strike for any cause; but shall not be required to work under police protection on the boat.

In witness whereof, the Lake Carriers' Association, by its executive committee as aforesaid, has caused this contract to be subscribed and made on its behalf; and the said Lake Seamen's Union has caused this agreement to be subscribed and entered into on its behalf by its representatives, whose names are also hereunto subscribed, at the city of Cleveland, this third day of March, 1905.

THE LAKE CARRIERS' ASSOCIATION,  
By W. LIVINGSTONE, *President*.

THE LAKE SEAMEN'S UNION,  
By WM. PENJE, *Secretary*.

L. L. FITZPATRICK.  
WM. ROBERTS.  
THOMAS LESTER.  
ALFRED PEARCE.  
GEO. HANSON.

W. H. JENKINS.  
F. BENSON.  
WM. SHAW.  
D. C. HANSON.  
V. A. OLANDER.

#### II.

*This agreement, made and entered into in the city of Chicago, March 10, 1905, by and between the Lumber Carriers' Association, by its duly authorized committee, and the Lake Seamen's Union, by its duly authorized representatives, witnesseth, as follows:*

ARTICLE No. 1. This agreement is made for 1905, on the Great Lakes, for all vessels with a carrying capacity of 375,000 and over, pine lumber, and for all schooners enrolled, or hereafter enrolled, in the Lumber Carriers' Association.

ARTICLE No. 2. All steamers covered by this contract shall carry the same number of wheelmen, watchmen and ordinary seamen as has been the custom prevailing heretofore.

All barges covered by this contract under 300 gross tons, government register, shall carry the same number of men as heretofore.

All barges of 300 gross tons, government register, and up, shall carry the same number of men as heretofore, but not less than one (1) mate and four (4) able seamen. All schooners to carry the same number of men as heretofore.

ARTICLE No. 3. In the event that the Seamen's Union is unable to furnish sufficient union men when called for by the captain, he may ship non-union men to fill such shortage for not longer than the ensuing round trip, and such non-union men shall not be disturbed before the expiration of their

terms of shipment for the trip, as above provided. At least three hours to be given shipping office for men unless men desert just before vessel started. Then vessel can take quickest obtainable.

ARTICLE No. 4. It is distinctly understood and agreed that all men working under this contract shall observe and perform and execute faithfully promptly and cheerfully all orders given by the captain or his executive officers.

ARTICLE No. 5. It is further understood and agreed that no union man, shipping on any boat covered by this contract for the trip, shall desert the ship before the trip is completed. The captain shall report such desertion to the Lake Seamen's Union, such deserter shall be deprived of his book and not be allowed to work for a specified time to be set by the agent where complaint is made.

ARTICLE No. 6. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby to the shipping officers of the Lake Seamen's Union for all such men, and if any transportation is required to get the men to the vessels, it shall be paid by the vessels. The shipping officers of the Seamen's Union guaranteeing that the men so furnished with transportation will ship and serve for the trip on the boats to which they have been assigned. Nothing in this article shall prevent or prohibit the master or officer of any vessel shipping union men who may apply to him for a job as heretofore, also shipping office will advance railroad fare when necessary to furnish men promptly, and settlement shall be made direct with shipping officer.

ARTICLE No. 7. It is further agreed that the wages of the men employed in fitting out steamers and barges shall be \$1.75 per day, while not boarding on the vessel, and such term "fitting out" shall be only construed to take in two days before vessel going in actual commission. As soon as they are shipped for the trip and the vessels are in commission the wages shall be fixed by the schedule hereinafter provided.

ARTICLE No. 8. Ten (10) hours, from 7 A. M. to 6 P. M., shall constitute a day's work when crew is handling cargo. It is the intention of the Lumber Carriers' Association not to work their crews in loading or unloading ports over twelve hours per day. Shifting in port to be excepted.

ARTICLE No. 9. Vessels shall keep the crew's quarters in a clean and sanitary condition.

ARTICLE No. 10. There shall be no Sunday or legal holiday work, such as painting, scrubbing paint or cleaning brass; scrubbing of decks, however, not to be construed under this paragraph as unnecessary.

ARTICLE No. 11. It is understood that the said Seamen's Union agrees that it will at all times use its best efforts, and so far as possible, guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lumber Carriers' Association.

ARTICLE No. 12. It is the intention of the parties to this agreement that the Lake Seamen's Union shall and must furnish to all boats of the Lumber Carriers' Association, carrying 375,000 feet or over, pine lumber, all of the men they require of the class herein mentioned, to the utmost of their ability.

## WAGE SCALE.

Subject to the foregoing terms and conditions, the Lumber Carriers' Association, and the members of the Lake Seamen's Union, do hereby agree to the following scale of wages for the season of 1905:

ARTICLE 1. The rate of wages for men employed under this contract shall be as follows:

For all vessels (except schooners under sail) with a carrying capacity of 375,000 and over pine lumber: Wheelmen and watchmen, \$45.00 per month; ordinary seamen, \$27.50 per month; after October 1st, wheelmen and watchmen, \$65.00 per month; ordinary seamen, \$37.50 per month.

Sailors on barges the same as wheelmen on like tonnage, mates \$10.00 per month more than sailors.

Wages on schooners under sail, \$2.00 per day to September 1st; \$2.25 per day for the month of September, \$2.50 per day for the balance of the season. Mates, 25 cents more than sailors.

ARTICLE 2. It is further understood and agreed that after a boat has completed her round trip, if any of the employed covered by this agreement quit, there shall be no obligation to hire others until the captain needs them.

ARTICLE 3. And further, that said Seamen's Union will not order or allow its members to go out on strikes for any cause. In the event of any difference arising between the parties hereto as to the meaning or intent of any part of this contract, the men shall continue to work and said differences shall be arbitrated in the usual way.

It is mutually agreed by and between the Lumber Carriers' Association and the Lake Seamen's Union that duly authorized delegates or representatives shall be appointed to meet before the opening of navigation, 1906, for the purpose of arranging a wage scale and contract on vessels of the Lumber Carriers' Association for the season of 1906.

In witness whereof, the Lumber Carriers' Association, by its duly authorized committee, as aforesaid, has caused this contract to be subscribed and made on its behalf, and the said Lake Seamen's Union has caused the same to be subscribed and entered into on its behalf, by its representatives, whose names are also hereunto subscribed, at the city of Chicago, this 10th day of March, in the year first above mentioned.

For the Lumber Carriers' Association: For the Lake Seamen's Union:

W. J. TEARE,  
O. W. BLODGETT,  
CHAS. W. KOTCHER,  
J. A. CALBICK,  
W. D. HAMILTON,  
R. C. BRITAIN,  
GEO. G. OLIVER,  
S. O. NEFF,  
H. E. RUNNELLS.

WM. PENJE,  
GEO. HANSEN,  
F. BENSON,  
WM. SHAW,  
THOMAS LESTER,  
W. H. JENKINS,  
ALF PEARCE,  
WM. ROBERTS,  
L. FITZPATRICK,  
V. A. OLANDER.

## (b.) Marine Cooks and Stewards.

*This agreement, made and entered into at the city of Cleveland, O., March 3, 1905, by and between the Lake Carriers' Association, a corporation of the State of West Virginia, by its executive committee, duly authorized, and the Marine Cooks' and Stewards' Union of the Great Lakes, by their duly authorized representatives, witnesseth as follows:*

SECTION 1. This agreement is made for the navigation season of 1905 on the Great Lakes for all vessels enrolled, or hereafter enrolled, in the Lake Carriers' Association.

SECTION 2. It is understood and agreed that vessels covered by this agreement shall carry members of the Marine Cooks' and Stewards' Union in the following capacities: First cook, second cook and porter, as follows:

Boats of 4,000 gross tons and over, government register, shall carry a porter when in commission. Boats less than 4,000 gross tons, government register, shall carry a porter when they have three passengers or more on board.

All boats carrying porters permanently during the season of 1904 shall carry porters permanently during the season of 1905.

SECTION 3. It is agreed that the Marine Cooks' and Stewards' Union, aforesaid, is to furnish cooks to all vessels covered by this contract under the terms and conditions hereof, to the utmost extent of their ability, which they hereby undertake and agree to do. In the event that such union is unable at any time to promptly furnish sufficient and competent union men when called for by the shipping master of the Lake Carriers' Association, the captain of the vessel for which such men may be required may ship non-union men to fill such shortage for not longer than the ensuing round trip, and such non-union men shall not be disturbed before the expiration of their terms of shipment.

SECTION 4. It is distinctly understood and agreed that all men working under this contract shall observe and perform and execute faithfully, promptly and cheerfully, all orders given by the captain or his executive officers.

SECTION 5. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the round trip is completed; and in case he does so desert before the trip is completed the captain shall report such desertion to the shipping master of the Lake Carriers' Association, who shall in turn report it to the officers of the Marine Cooks' and Stewards' Union, aforesaid. Such deserter shall not be again employed under this contract within thirty days thereafter.

It is further understood and agreed that in cases wherein a man is suspended by his union for any cause, his union book shall be taken from him and not returned to him until the full time of his suspension has expired.

SECTION 6. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby, to the shipping master of the Lake Carriers' Association or his assistants at the port nearest to which such vessel is lying, and such shipping master shall in turn make requisition on the shipping officers of the Marine Cooks' and Stewards' Union for all such men. And if any transportation is required to get the men to the vessel, the same shall be furnished



### III.400 NEW YORK STATE DEPARTMENT OF LABOR.

by the shipping master of the Lake Carriers' Association, the shipping officers of the Stewards' Union guaranteeing that men so furnished with transportation will ship and serve for the trip on the boats to which they have been assigned.

Nothing in this article shall prevent or prohibit the master or other officer of a vessel shipping union men who may apply to him for a job as heretofore.

SECTION 7. All men furnished under and pursuant to this contract must be satisfactory to the captain of the vessel on which it is proposed to ship them.

SECTION 8. It is understood that the said Marine Cooks' and Stewards' Union agrees that it will at all times use its best efforts, and so far as possible guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers' Association; and further, that the said Marine Cooks' and Stewards' Union will not order or allow its members to go on strike for any cause.

SECTION 9. In the event of any difference arising between the two parties hereto as to the meaning or intent of any part of this contract, the men shall continue to work and said differences shall be arbitrated in the usual way.

#### WAGE SCALE.

Subject to the foregoing terms and conditions, the members of the Marine Cooks' and Stewards' Union of the Great Lakes do hereby agree to the following scale of wages for the season of 1905, and agree to accept and abide by such scale of wages and carry out this contract for the entire season ensuing, and the vessels of the Lake Carriers' Association shall pay said scale of wages:

SECTION 1. Chief cooks shall receive wages at the rate of seventy (\$70.00) dollars per month for the entire season.

SECTION 2. Second cooks shall receive wages at the rate of thirty (\$30.00) dollars per month to the first day of October, and at the rate of thirty-seven dollars and fifty cents (\$37.50) from the first day of October to the close of navigation.

SECTION 3. On vessels carrying a porter or porters, the porters shall receive wages at the rate of twenty-five (\$25.00) dollars per month to October first, and at the rate of thirty-five (\$35.00) dollars per month from the first day of October to the close of navigation, except on package freight boats, who shall receive the same pay as second cooks.

SECTION 4. It is distinctly understood and agreed that passenger vessels shall carry union men whenever the same can be obtained satisfactory to the chief steward, at wages agreed upon between such chief steward and the men so employed.

It is also specially understood and agreed that no part of this agreement and contract, except the last foregoing clause, shall have any application to, or be binding upon, passenger vessels or tugs, and that each passenger vessel or line may make its own agreements separately with its cooks, stewards and porters, according to the peculiar needs and conditions of each line or vessel, as they may see fit.

SECTION 5. Cooks on tow barges shall receive the same wages as the seamen on the same barges.

SECTION 6. It is further agreed that on tow barges of a carrying capacity of 2,500 tons or less, the captain may carry his wife as cook, and on steam barges of all classes the cook may carry his wife as second cook.

In witness whereof, the Lake Carriers' Association, by its executive committee as aforesaid, has caused this contract to be made and subscribed on its behalf, and the said Marine Cooks' and Stewards' Union of the Great Lakes has caused this agreement to be subscribed and entered into on its behalf by its representatives whose names are also hereunto subscribed, at the city of Cleveland, the day and year as above written.

THE LAKE CARRIERS' ASSOCIATION,  
By W. LIVINGSTONE, *President*.

THE MARINE COOKS' AND STEWARDS' UNION,  
By WM. PENJE,  
*President I. S. U. of A.*

R. H. WALKER,  
*Gen. Secy. M. C. & S. U.*

JOHN EAGAN,  
CHAS. PATCHIN,  
DAVID ENGLISH,  
A. W. ALLEN,  
OTTO SCHWARTZ,  
JOHN F. SWEENEY.

[The agreement with the Lumber Carriers' Association is not reprinted this year.]

(c.) Tugmen.

*This agreement, made and entered into at Cleveland, Ohio, this 6th day of April, 1905, by and between the Licensed Tugmen's Protective Association of the International Longshoremen, Marine and Transportworkers' Association, party of the first part, and the Great Lakes Towing Company, owning and operating tugs, party of the second part, witnesseth:*

Under the following terms and conditions the party of the first part agrees to furnish with reasonable promptness to the party of the second part, on application, such licensed men as they may require to perform the work on all tugs owned, operated and controlled by the party of the second part, and second party further agrees to employ only members of first party for such service except as hereinafter provided.

1. It is understood and agreed that all men employed under this agreement will, while on duty, be under the direction and control of second party, its managers or agents, and shall carry out its orders.

2. All men furnished under this agreement by the party of the first part must be competent and must be accepted by the second party, its managers or agents, unless for good and sufficient reasons, and the second party may appoint and employ any member in good standing of the party of the first part under the terms provided in this contract. Men may be changed from one tug to another when the tug on which they are usually employed is disabled or out of commission.

3. It is further understood and agreed that men may be laid off whenever their services are not required on account of the tug on which they are

employed being taken out of commission, but under no consideration will any member of the party of the first part be discriminated against.

4. When party of the first part fails to furnish, with reasonable promptness, competent and satisfactory men as provided for in Article 2, second party may employ other men not members of the association of party of the first part, such men not to be hired for more than one round trip at a time, or more than five (5) continuous days on harbor work.

5. First party further agrees that no contract under which less wages are to be paid, or more favorable terms given, shall be entered into between it and any other company, association or owner operating vessel-towing tugs. Nor will they permit their members to work for others engaged in the same business as second party at any less wages or more favorable conditions. The party of the first part pledges itself that its members will carefully respect and carry out this provision, except in ports where second party is not engaged in the tug business.

6. In the event of any controversy arising between the local organization and The Great Lakes Towing Company, or in the event of the men having a grievance, they shall continue to work, and any and all such grievances to be settled by the local manager and the men if possible; if they cannot be settled by them they will be submitted to the president of The Great Lakes Towing Company and the Grand President of the L. T. P. A., and if they cannot agree, they two to select a third man, said three to constitute a Board of Arbitration. The finding of the majority of said board shall be binding and final. All matters in dispute must be submitted in writing, but in no case will the men discontinue work. Arbitration Board to meet within five (5) days after matter in dispute has been submitted to them. Any expense incurred account of third arbitrator or stenographer work shall be borne by the party whom decision is rendered against.

7. All wages to be paid twice a month, and thirty (30) days to constitute a month.

8. It is understood and agreed that board shall be furnished by second party to all men employed under this agreement during the season of navigation only, men to be allowed seventy-five (75) cents per day for board, and not over one hour's time for each meal, except when fed aboard tug. In case such an arrangement is made and reason of tug on which such men are employed goes away from its home port for a period of more than twenty-four (24) hours, then second party shall provide board for such men in lieu of the seventy-five (75) cents per day.

9. Full day shall be allowed men whose services are dispensed with during the day, and nothing allowed for fraction of day when men quit during the day. Days for men employed regularly to be figured from 6 P. M. to 6 P. M., but where extra men are employed a day to consist of twenty-four (24) hours, figuring from the hour they go aboard, with no pay less than for one day's service.

10. The meaning of the "season of navigation," as herein referred to, is from April 1st to December 31st, inclusive. Board not to be furnished by second party between April 1st and 15th, except where men are required to work more than ten (10) hours per day. The meaning of "winter navigation" is the period of time between January 1st and March 31st, inclusive.

11. It is understood and agreed that a date not later than March 1, 1906, is agreed upon between the parties hereto to meet at some place, to be

mutually agreed upon, to arrange a wage scale and other conditions for the employment of members of the party of the first part for the manning of all of second party's tugs, to take effect from the date of expiration of this agreement.

12. All men employed under this agreement at ports where there are three or more tugs carrying single crews shall have every third night and every third Sunday off duty at full pay, nights off to consist of thirteen consecutive hours to begin at 6 P. M.; Sundays off to consist of 24 hours beginning at 7 A. M.

At ports where there are less than three tugs men shall have ten (10) nights of thirteen (13) consecutive hours off each thirty (30) days, and twenty-four (24) consecutive hours each third (3d) Sunday at such time as will least interfere with the service required of the tug. The time of going off may be fixed by the second party, its managers or agents.

13. Members of party of first part to be employed to fit out and lay up tugs except when tugs are fitted out or laid up at ports where company has shops. Shop work and repairs to machinery not to be considered fitting out.

14. It is understood and agreed that second party reserves to itself the right to say when tugs shall go into commission, be taken out of commission, be put in for repairs or boiler cleaning, to transfer its tugs from port to port, and otherwise directing and controlling the operation of its tugs. And it is further understood and agreed that each boiler will be cleaned at least as often as once in every thirty (30) days while in commission; boiler cleaning time for single crew tugs to consist of twenty-five (25) hours, beginning at 5 P. M.

15. It is distinctly understood and agreed that there will be no beer or other intoxicating liquors brought aboard of the tugs or on the property of second party.

16. The captains and engineers will enforce discipline at all times aboard their tugs.

17. It is understood and agreed that permanent double crews shall have every fifth (5th) night, to consist of thirteen (13) hours or the equivalent, off duty at full pay. Time off to begin at such time as will least interfere with the services required of the tug, the time to be fixed by the local manager. And it is further agreed that the time allowed for boiler cleaning for tugs carrying permanent double crews, shall consist of thirty-six (36) hours once in each thirty (30) days. One of these thirteen (13) hours off shall be included in the thirty-six hours. When tug leaves home port to make a trip on her night off, the crew shall be paid an extra day's pay in lieu of time off, and on return to home port will take regular turn of nights off.

18. In case second party desires to send a regular single crew tug away from her home port on a night or Sunday that the crew are entitled to time off, they may do so by allowing the regular crew an extra day's pay in lieu of their night or Sunday off; and on return to home port crew will take regular turn of nights off.

19. It is understood and agreed that when a single crew has been on duty over ten (10) hours after their regular night off, that they cannot go over twenty-five (25) miles and return without a double crew; and not over

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thirty-five (35) miles and return at any time except when transferring tug from port to port.

20. (Supplementary understanding to Article 3.) In the event of a regular crew being laid up at any port after being in commission and the local manager and all the men interested by mutual consent agree to alternate, so that those who have been forced into idleness on account of the tug on which they were employed being laid up, they may do so, but in no case can this arrangement be put into effect except by unanimous consent, nor will this supplementary understanding in any way interfere with the letter or spirit of the contract now in existence between The Great Lakes Towing Company and the L. T. P. A.'s.

## WAGE SCALE—APRIL 1 TO JANUARY 1.

21. The wages to be paid under this agreement from April 1, 1905, until January 1, 1906, shall be at the following rate per month for such time as the men are employed.

### CHICAGO.

Captains .....	\$161 29
Mates, permanent.....	86 29
First engineers.....	116 29
Second engineers, permanent.....	86 29

### SOUTH CHICAGO.

Captains .....	\$141 29
Mates, permanent.....	86 29
First engineers.....	116 29
Second engineers, permanent.....	86 29

### DULUTH, ASHLAND AND MARQUETTE.

Captains .....	\$136 29
Mates, permanent.....	86 29
First engineers.....	116 29
Second engineers, permanent.....	86 29

### ALL OTHER PORTS.

Captains .....	\$131 29
Mates, permanent.....	86 29
First engineers.....	116 29
Second engineers, permanent.....	86 29

Extra captains and engineers to be paid at the same rate of wages as regular captains and engineers when they are employed for fifteen (15) days or less; if they should quit before expiration of fifteen (15) days they shall receive pay at the rate of permanent mates and second engineers.

### WINTER WAGES.

Winter wages from January 1st until April 1, 1906, inclusive, to be three dollars (\$3.00) per day for captains and engineers, for ten (10) hours or less. Overtime to be paid at the rate of fifty (50) cents per hour, but not exceed summer wages.

This agreement to take effect April 1, 1905, and remain in full force until April 1, 1906.

In witness whereof, the parties hereto, by their respective representatives, duly authorized, have hereto affixed their names, this 6th day of April, 1905.

LICENSED TUGMEN'S PROTECTIVE ASSOCIATION OF  
THE INTERNATIONAL LONGSHOREMEN, MARINE  
AND TRANSPORTWORKERS' ASSOCIATION:

By JAMES WALSH,  
THOS. V. O'CONNOR,  
OWEN MCANTEE, per H. H. V.  
S. P. HOGAN,  
H. H. VBOMAN,  
JAMES H. BISHOP, No. 1,  
WM. J. DWYER, No. 5,  
JOHN CULLMAN, No. 2,  
JAMES DONOVAN, No. 3,  
J. A. PAGE, No. 9,  
J. R. COOK, No. 11,

THE GREAT LAKES TOWING COMPANY:

By EDWARD J. SMITH, *President*.  
WM. WARDWELL, *Secretary*.

STREET RAILWAY EMPLOYEES OF ALBANY, TROY, COHOES, ETC.

[For particulars of the arbitration proceedings under these agreements, see the preceding chapter.]

*MEMORANDUM OF AGREEMENT, Between the United Traction Company, whose principal place of business is at the City of Albany, N. Y., party of the first part, and Divisions 132 and 148 of the Amalgamated Association of Street and Electric Railway Employees of America, parties of the second part,*

**WITNESSETH:** That the party of the first part declares its intention to treat all its employees fairly, to pay them adequate wages for services rendered; to so regulate the hours of service as to conserve the health and happiness of its employees and their families; to require extra work only when the necessities of the patrons demand extra cars or extra service, but in no event to require service beyond what is fair and reasonable; to remedy any mistakes made by its Superintendent, Assistant Superintendents, or others, when in charge of employees, as soon as attention is called to the same; and generally to so conduct its business of operating a great railway system as to secure pleasant and remunerative employment for its operating force, and convenient and safe transportation for its patrons.

The parties of the second part declare it to be their intention to render faithful service in the respective positions to which they may be assigned; to obey all rules of the party of the first part hereto; and generally to co-operate with the said party of the first part in making their relations mutually agreeable and profitable.

**THEREFORE:** In order to guide them in carrying out the foregoing intentions, they have mutually agreed as follows:

**SECTION 1.** The properly accredited officers of said Divisions shall have full power to adjust any differences that may arise between the parties hereto, with the properly accredited officers of the Company. In case of failure to

adjust any differences, the Executive Committee of the Company will hear evidence and determine any appeal that may be taken from the decision of the Superintendents. In case of a difference still existing between the Association and the Company after such efforts to adjust the same, the matter may be referred on the written request of either party hereto, to arbitrators, within two days, the Board of Arbitration to consist of three disinterested persons, and the findings of a majority of said board shall be binding upon the parties hereto. The parties hereto shall each choose one member, and the two thus chosen shall meet daily and submit names for the purpose of selecting the third arbitrator, to be agreed upon by them. When a case is submitted for arbitration, each party shall name its arbitrator within two days. In case of the failure of either party to name its arbitrator, it shall forfeit the case.

SECTION 2. Day runs shall not be more than eleven (11) hours, nor less than nine and one-half ( $9\frac{1}{2}$ ) hours per day, and shall be made as nearly ten (10) hours as possible. All relief runs less than eight (8) hours per day shall be extra runs. Questions of difference on time tables to be referred to the President or Executive Committee of the party of the first part. The time tables will be posted in conspicuous places at least five (5) days before going into operation, except when emergencies arise.

SECTION 3. Regular conductors and motormen shall not be required to work overtime, unless it becomes necessary by reason of failure of reliefs to appear. All regular conductors and motormen who consent to and are assigned to work shall be entitled to extra compensation. Every regular conductor and motorman who performs work over and above his daily schedule shall be paid time and a half from the time he is required to report.

SECTION 4. Conductors and motormen shall be given preference for work on snow plows and sweepers. All work on snow plows and sweepers to be paid for at the rate of time and a half.

SECTION 5. While doing committee work for the party of the second part, either local or national representatives of the party of the second part shall have preference over other employees who are members of the party of the second part, in securing leave of absence.

SECTION 6. When employees are summoned before General or Division Superintendents to answer charges, they shall lose no more time in the investigation of the charges than is actually necessary, and if not found guilty of alleged charges, they shall be reimbursed by the party of the first part for all time lost. When a member of the party of the second part is summoned before a superintendent of the party of the first part for violation of the rules, he shall, upon request, have time, after hearing the charges against him, to enable him to present any defence which he may have to the charge, and shall, if he so desires, be entitled to counsel. An adjournment of the hearing for the purpose of enabling him to present his defence shall be granted. Whenever a motorman or conductor is cited to appear before the superintendent to answer charges, in addition to the established custom of having his name appear on the Daily Slate, he is to be handed by the superintendent, a copy of the charge or charges he is to answer, to which charges he shall have one hour to make reply or answer.

SECTION 7. In the record kept by the party of the first part for violation of rules by employees, the defence of the employee, as well as the violation charged, shall be a matter of record.

SECTION 8. The party of the first part agrees to furnish free transportation to all employees, members of the parties of the second part, on all lines owned or operated by the party of the first part, and all employees shall be permitted to occupy any unoccupied seat of an open or summer car.

SECTION 9. In vacancies occurring on railroad crossings, motormen and conductors shall have preference for such positions.

SECTION 10. The party of the first part agrees that its clerks at its several car houses, when requested, will count and verify conductors' day receipts.

SECTION 11. The party of the first part agrees to permit any member of the party of the second part to be absent for not exceeding two weeks, without interfering with his position on the slate until after the expiration of that time, provided that the extra list is sufficiently large to permit vacations.

SECTION 12. The party of the first part agrees in the appointment of motormen and conductors to positions of reserve crews, to give preference to motormen and conductors according to seniority of service, all other things being equal.

SECTION 13. The parties hereto having this day submitted the question of wages which for one year from July second, nineteen hundred and five, shall be paid, to arbitrators, by an instrument in writing, duly executed by its respective duly authorized officers, a copy of which is hereto annexed, it is hereby mutually agreed, that until the report of the arbitrators, or a majority of them, is filed with the parties hereto and becomes effective, the scale of wages shall be that in force on the twenty-ninth day of June, 1905.

After the report of the arbitrators is filed and becomes effective, as provided in the aforesaid agreement of submission, the rate of wages therein set forth shall take effect as follows:

1. The rate of wages shall be paid from and including the second day of July, 1905, and shall continue to be paid for one year thereafter.

2. The difference between the wages paid to its several employees affected by the aforesaid arbitration, and the wages fixed by the arbitrators, if any, shall be paid to the several employees entitled thereto, on the second pay day after said report is filed and becomes effective.

It is further mutually agreed that this agreement shall be in effect from July 1, 1905, and shall continue for one year thereafter.

It is mutually agreed that this agreement shall be effective and apply to all matters to which it relates which happened on or after July 1, 1905.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, in duplicate, this twenty-sixth day of July, nineteen hundred and five.

UNITED TRACTION COMPANY,

By JOHN W. McNAMARA, *President*.

AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC  
RAILWAY EMPLOYEES OF AMERICA,

By JAMES J. MOORE, *President Div'n No. 132*.

By JOHN J. COUGHLIN, *President Div'n No. 148*.

Signed in presence of:

James D. Landrigan, *Chairman, D. C.*

Wm. Kavanaugh, *Secretary D. C.*

R. L. Reeves, *Secretary G. E. B.*



## STREET RAILWAY EMPLOYEES, BROOKLYN.

[An annual agreement was entered into on July 1, 1905, by Brooklyn Borough Divisions Nos. 283 and 396 of the Amalgamated Association of Street and Electric Railway Employees of America and the Coney Island and Brooklyn Railroad Company.]

SECTION 1. The party of the first part (which is the company), through its properly accredited officers shall continue to treat with the employees of the Smith Street and Franklin and De Kalb Avenue lines, as heretofore.

SECTION 2. Party of the first part agrees with the employees of the Coney Island & Brooklyn Railroad Company this day, to renew the agreement of last year as to the matter of pay: Two-thirds of the regular runs to be paid not less than a full day's pay, or \$2.25; one third of the regular runs to be paid 22½ cents per hour from the time of starting on day's work until finished.

SECTION 3. Party of the first part does not object to any employee belonging to the union, and would prefer that the employees should, and will not employ or keep any man who does not belong to the union.

SECTION 4. No motorman or conductor on straight runs will be required to be on duty more than ten hours inside of eleven hours from the time of reporting for duty, in any 24 hours. Swing runs to be through inside of thirteen hours.

SECTION 5. That swing runs being relieved at Smith and Ninth streets shall start from the same depot after swing; swing runs being relieved at Coney Island shall start from Coney Island after swing; and no swing shall swing more than once.

SECTION 6. That all time tables shall be made on a basis of two-thirds full day straight runs, and one-third trippers; that no car pay less than \$1.62 per day.

SECTION 7. That no motorman or conductor be held responsible for any accident that may occur on his car when he has two or more witnesses to exonerate him from blame.

No motorman or conductor shall be suspended on the complaint of a passenger unless such person has one or more witnesses to sustain him or her.

SECTION 8. No employee a member of this association, shall be suspended or discharged without good and sufficient cause, and when called into the office on any complaint, he shall have a full and impartial hearing; employees will be informed of the specific complaint or complaints upon which they are suspended or discharged; and any employee suspended or discharged and after investigation is found not guilty, he shall be reinstated in his former position, and paid for all lost time.

SECTION 9. Employees riding on a car that is due at the depot in time for them to report or employees on the premises shall not be jumped. A motorman or conductor working after 12 midnight shall be excused until 11 o'clock next day.

SECTION 10. Motormen and conductors' names shall be placed on the time table according to seniority; no motorman or conductor shall lose their runs for being late for the first offense, but shall lose their cars for three days; for the second offense within three months they shall lose their cars for seven days; for the third offense in three months they shall lose their runs, and be placed on the bottom of the extra list. All misses to be wiped

out at the end of each quarter commencing January of each year; this section shall also apply to extra men.

SECTION 11. Within three days after being notified, or as soon thereafter as possible, the railroad officials will meet the grievance committee of the organization to adjust any differences that may arise.

SECTION 12. There shall not be any overtime on the time table; it will be optional with the employees whether they make overtime. Regular motormen or conductors reporting for their runs and losing their day or part of their day's work through the company's failure to supply them with a car or any other cause, not the fault of the employee, they shall be paid the amount their runs call for.

SECTION 13. Conductors and motormen shall be relieved from all responsibility while at meals and at supper time. There shall be a relief at all depots or at terminus of road; and they shall not be required to switch off cars in depot.

SECTION 14. When employees are suspended from their regular positions they shall not be required to attend changes unless paid for time so lost. When suspended they shall have a hearing as soon as possible.

SECTION 15. The registers in each and every car will be kept in good working order; on open cars there will be a strap at each stanchion; and on closed cars there will be a register strap at each window. Registers to be free and easy to work. Conductors will not be responsible for failure to register, when register is in poor order.

If a conductor has a crowded car and inspector boards it in case he is collecting fares, he should be marked busy, or the inspector shall wait until conductor is through collecting fares, before counting him.

SECTION 16. In all cases where a car is detained on the road through fire or some other unavoidable cause, not the fault of the employees in charge of said car, they shall be paid as though running on the road.

SECTION 17. Whoever is in charge of the depot, shall have power to excuse employees from duty for 24 hours, and if necessary, another 24 hours. Those excused on account of sickness, must report to starter before 6 o'clock on the day before resuming work.

SECTION 18. After all employees are excused their names shall be placed on the slate and at 6 o'clock P. M., extras shall be assigned to their places.

SECTION 19. In case a time table is changed while employees are absent on leave, said employees shall not be jumped for failing to report on time, unless personally notified of the change of table; failure to report shall be considered a jump.

SECTION 20. Time and half time for overtime.

SECTION 21. Time table shall be posted before first out is through; when time table is changed, notice shall be posted to that effect.

SECTION 22. There shall be no less than thirty minutes for dinner and 25 minutes for supper.

This agreement and the provisions thereto, remain in full force and binding upon the respective parties hereto, from July 1, 1905, to July 1, 1906.

Signed: THE CONEY ISLAND & BROOKLYN R. R. Co.,

By JOHN L. HEINS, *President*. JAMES BURNS,

JOHN L. HEINS,

JOSEPH B. RYAN, *Pres.* 283.

JAMES GRANNAN,

EDWARD WALSH,

THOMAS KANE,

JOHN HARDING, *Pres.* 396,

WILLIAM FITZGERALD, M. G. E. B.

## STREET RAILWAY EMPLOYEES, ROCHESTER

[The Rochester Railway Company has entered into a three-year agreement with Division No. 282 of the Amalgamated Association of Street and Electric Railway Employees of America, composed of 584 employees, whereby the motormen and conductors are receiving the highest rate of wages paid in their occupation anywhere in the State outside of New York City—22½ cents an hour for all those of a year's standing.]

*MEMORANDUM OF AGREEMENT, made and entered into this 5th day of May, 1905, between the Rochester Railway Company, party of the first part, and the Amalgamated Association of Street (and Electric) Railway Employees of America, Division No. 282, of Rochester, N. Y., party of the second part:*

**WITNESSETH:** That in the operation of the cars of the party of the first part both parties hereunto mutually agree that for and in consideration of the covenants and agreements hereinafter stated, the party of the first part agrees with the party of the second part as follows:

SECTION 1. This agreement shall be in full force and effect for and during the term of three years from May 1, 1905.

SECTION 2. All grievances shall be heard and settled by representatives of the party of the first part and the executive board—or its representatives—of the party of the second part. All such meetings shall be at the office of the party of the first part.

SECTION 3. All eligible employees of the party of the first part shall be advised to make application for membership in Division No. 282, of the party of the second part.

SECTION 4. When any member of Division No. 282 has been suspended for any cause whatever, and after investigation is found not guilty, he shall be reinstated in his former position and paid for lost time, at the same rate he would have received had he been operating a car.

SECTION 5. In operating the cars the runs shall be awarded according to seniority of service, except that the cars on interurban lines may, at the option of the party of the first part, be operated by picked men, who shall be awarded runs in the order of their seniority.

SECTION 6. The party of the second part, through its officers and members, agrees to assist the party of the first part in enforcing the rules and regulations governing the operation of cars; and it is mutually agreed that any employee shall be discharged or subject to discharge for dishonesty, drunkenness or any other good and sufficient cause.

SECTION 7. That from the first day of May, 1905, to the first day of May, 1908, the wages paid by the party of the first part to the party of the second part shall be scaled as follows:

(a) To pay all motormen and conductors who have been in the continuous employ of said company less than six (6) months the sum of eighteen (18) cents per hour.

(b) To pay all motormen and conductors who have been in the continuous employ of said company more than six (6) months and less than one year the sum of twenty (20) cents per hour.

(c) To pay all motormen and conductors who have been in the continuous employ of said company for one year, or more, the sum of twenty-two and one-half (22½) cents per hour.

(d) To pay helpers for first three months sixteen cents per hour, after three months seventeen cents per hour.

- (e) To pay oilers, first-class, eighteen cents per hour; second-class, seventeen cents per hour.
- (f) To pay pitmen and chief repairmen twenty-two cents per hour.
- (g) To pay pitman's assistant, first-class, twenty-one cents per hour; second-class, twenty-cents per hour; third-class, nineteen cents per hour.
- (h) To pay controller men nineteen cents per hour.
- (i) To pay head car shifters twenty-two cents per hour.
- (j) To pay car shifters' helpers seventeen cents per hour.
- (k) To pay car washers, first-class, eighteen cents per hour; second-class, seventeen cents per hour.

It is understood that all repair and other car house men shall qualify before advancing in standing.

- (l) Nine and one-half hours to constitute a day's work.
- (m) To pay all men employed on the Sodus Bay line continuously for less than six months the sum of nineteen (19) cents per hour.
- (n) To pay all men employed on the Sodus Bay line continuously for more than six months and less than one year the sum of twenty-one (21) cents per hour.
- (o) To pay all men employed on the Sodus Bay line continuously for more than one year the sum of twenty-three and one-half (23½) cents per hour.

ROCHESTER RAILWAY COMPANY,  
By R. E. DANFORTH, *General Manager*.

The above is hereby accepted by Division No. 282, of the Amalgamated Association of Street Railway Employees of America, this 5th day of May, 1905.

S. C. ALBERT,  
C. R. KINNEY,  
C. H. MCCROSSEN,  
R. J. KENNEDY,  
W. T. KELLY,  
W. J. WHALEN,  
ROBERT KYLE,  
WM. EBNER,  
GEO. KEENAN,  
*Committee.*

#### TEAMSTERS OF ALBANY.

*AGREEMENT between team owners of Albany, N. Y., and Brotherhood of Team Drivers' International Union No. 294, of Albany, N. Y.*

- 1. That none but Union Teamsters be employed.
- 2. That rate of wages shall be: For single trucks \$10 per week and for double trucks \$12 per week.
- 3. Where drivers report at barn three times a day on holidays, they are to receive the regular rate of wages.
- 4. Drivers of sand wagons to receive \$10 per week.
- 5. Double rate of wages to be paid for the following: Sundays, Thanksgiving Day, Christmas, New Years and Labor Day.
- 6. Men are to report at barn at 6 A. M. and to quit as near 6 P. M. as possible. After 7 P. M. the rate of wages shall be time and one-half.

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7. When non-union teamsters are employed in any barn, employees shall have the right after investigating the matter, to quit work until the same has been adjusted, without violating this agreement.

8. The above agreement to go into effect May 1, 1905, and continue in force until May 1, 1906.

9. It is also agreed to reinstate all members who are out on strike.

.....  
.....

#### TEAMSTERS (COAL HANDLERS) OF COHOES.

COHOES, N. Y., April 16, 1905.

*To the Coal Merchants of the City of Cohoes and Vicinity:*

Gentlemen.—At a regular meeting of the Coal Teamsters and Helpers' Union Local 48, of Cohoes, N. Y., A. F. L., held March 23, 1905, the following was adopted:

*Resolved*, That on and after the first day of May, 1905, all men employed handling coal or wood shall receive \$2.00 per day, or 20c. per hour.

*FIRST*—The hours for work shall be ten per day, from 7 A. M. till 6 P. M., except during the months of June, July and August, which shall be five hours on Saturday, from 7 A. M. till 12 M.

*SECOND*—Wages shall be two dollars per day or twelve dollars per week.

*THIRD*—Overtime shall be 30c. per hour.

*FOURTH*—Shovelers, wheelers and guide tenders shall receive twenty-five cents per hour for all kind of coal from boat.

*FIFTH*—Engineers while engaged in running the engine hoisting coal or sawing wood shall receive twenty-five cents per hour.

*Remarks*—Coal Merchants should employ none but union help.

.....*President.*  
.....*Secretary.*

#### TEAMSTERS OF NEW YORK CITY.

(a.) Building Material Drivers.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR,  
LOCAL No. 654.

NEW YORK,.....1905.

GEO. W. PRESCOTT, *Secretary*, 806 Eighth Avenue.

We respectfully submit this document for your consideration, and hope you will see your way clear to an amicable agreement being arranged by attaching your autograph as a guarantee of good faith.

1. Single horse drivers to receive \$2.25 per day; two horse drivers to receive \$2.50 per day; three horse drivers to receive \$2.75 per day and four horse drivers to receive \$3 per day, salary to be paid weekly.

2. Hours to be adjusted to suit business conditions of the stable, drivers to give thirty minutes to care for the team in the morning and a like time in the

evening, but in no case shall a man be expected to work more than eleven hours out of twelve.

3. Overtime to be paid at the prevailing rate.

4. Drivers not to be expected to do any stable work Sundays; a number to be agreed upon to care for horses alternately.

5. If obliged to work on Fourth of July, Labor Day, Christmas and New Years, drivers shall be paid at the rate of time and a half.

6. Members of International Brotherhood of Teamsters, with paid-up cards, to be employed, or those who are willing to become members at the next regular meeting.

7. Should any difference arise between employer and employee outside of violation of this agreement, which cannot be adjusted by the representatives of this Local Union, the same to be submitted to arbitration, the arbitration board to consist of an equal number of employers and an equal number of teamsters; failing to agree, they shall mutually select an umpire, whose decision in the matter shall be final and binding upon both parties; no lockout or strike to take place pending decision.

8. This agreement to be in force until .....190..

For the firm of

.....

For Local No. 654, I. B. of T.

.....

(b.) Local Union No. 708.

NEW YORK,.....190..

*This agreement between the firm of ....., party of the first part, and Local 708, I. B. of T., party of the second part, shall govern all wages, hours and conditions herein set forth from the ..... day of ..... 190.. until the ..... day of ..... 190..*

#### SCALE OF WAGES.

Four (4) horse drivers to receive \$18 per week; three (3) horse drivers to receive \$17 per week; two (2) horse truck drivers to receive \$15 per week; one (1) horse truck drivers to receive \$13 per week; two (2) horse small delivery wagon drivers to receive \$14 per week; one (1) horse small delivery wagon drivers to receive \$12 per week.

#### HOURS AND CONDITIONS.

SECTION 1. Ten hours to constitute a day's work, time to be taken when leaving stable and on return to same; overtime to be paid at the rate of 25 cents per hour, first 30 minutes to be conceded to the employer, any time over the half-hour to be counted as an hour in favor of the driver.

SECTION 2. Drivers who are required to report for work Labor Day to receive two days' pay for same.

SECTION 3. That drivers be not asked to report at the stable on Sundays.

SECTION 4. Members of the International Brotherhood of Teamsters with paid-up cards, to be employed, or those who are willing to become members at the next regular meeting.

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SECTION 5. Should any difference arise between the employer and employee, outside of violation of this agreement, which cannot be adjusted by the representative of this Local Union, the same to be submitted to arbitration, the arbitration board to consist of an equal number of employers and an equal number of teamsters; failure to agree they shall mutually select an umpire, whose decision in the matter shall be final and binding to both parties; no lockout or strike to take place pending report.

#### TEAMSTERS OF OSWEGO.

##### TEAMING.

SECTION 1. None but members in good standing of Local Union No. 317, of the T. D. I. U., shall be employed at driving one or more horses.

SECTION 2. Teamsters who have been found incompetent or unworthy of membership in the union, or have been expelled, shall be discharged.

SECTION 3. Wages shall not be less than nine dollars per week for driving horse or team. In case drivers shall work less than six days in a week, said drivers are to be paid at the rate of \$1.50 per day.

SECTION 4. No man shall be required to care for more than two horses, unless the work is on employer's time.

SECTION 5. All drivers shall take care of horses on all holidays in the morning only, without pay; but will be given Labor Day off and will receive pay for the same.

SECTION 6. All drivers shall work whatever hours the job demand, not to exceed ten hours per day.

SECTION 7. Drivers shall receive double time for Sundays and holidays.

SECTION 8. Where a driver is hired with board and lodging, said driver shall receive \$5 per week, board, lodging and washing, provided said driver is boarded on premises, or under authority of employer.

SECTION 9. This agreement shall remain in full force and effect from the first Monday in April, 1905, to the first Monday in April, 1906.

##### LIVERYMEN, UNDERTAKERS AND LIGHT DELIVERY.

SECTION 1. None but members in good standing of Local Union No. 317, of the T. D. I. U., shall be employed at driving or caring for one or more horses.

SECTION 2. Teamsters who have been found incompetent or unworthy of membership in this union, or have been expelled, shall be discharged.

SECTION 3. Wages shall not be less than \$9 per week for drivers or livery help; in case of said men working less than seven days said men are to be paid at the rate of \$1.50 per day.

SECTION 4. Men working in livery barns shall have every second night off. Men working in undertaking barns shall have every third night off. In case of said men working on said nights off, said men shall receive time and one-half for same.

SECTION 5. Where said men are hired with board, said men shall receive \$5 per week, board, lodging, washing and ironing, provided said men are boarding on premises or under authority of employer.

Drivers working at livery or light delivery or baggage, or milk peddlers, shall be exempted from the specified hour, Sunday and holiday schedule.

Extra hack drivers shall receive for christenings.....	\$0 50
Extra for theatre.....	50
Extra for weddings, one round trip.....	50
Extra for dances or parties.....	1 00

For funerals to the following cemeteries:

St. Paul's.....	75
St. Peter's.....	75
Rural .....	75
Riverside .....	75
Scriba .....	1 00
Irish settlement.....	1 00
Kingdom .....	1 00
Lewis .....	1 00
Bundyville .....	1 00
Peck's .....	1 00
Minetto .....	1 00
South-west Oswego.....	1 00
Oswego Centre to Rural.....	1 00
Fulton .....	1 50
Mexico .....	1 50
Hannibal .....	1 50
Mt. Pleasant.....	1 50

Any driving not in this list will be charged the following: From four to five dollars, extra drivers will receive \$1.00. Six dollars, extra drivers will receive \$1.50.

#### NOTICE.

Extra drivers will not be allowed to clean horses or harness, or wash or grease their respective hacks. No more work will be expected of extra drivers than before this schedule was made.

This agreement shall remain in force and effect from the first Monday in April, 1905, to the first Monday in April, 1906.

#### XIV. MISCELLANEOUS.

##### NEWSBOYS OF TROY.

[Terminating dispute of July 14-18, described in Table I, page 54.]

*Agreement between the Newsboys' Union No. 11,839, A. F. of L., Troy, N. Y., and Mrs. W. I. Sheldon, Troy, N. Y., effective July 24, 1905.*

The Newsboys' Union No. 11,839 A. F. of L., of Troy and Vicinity, of the first part do hereby agree to sell New York Evening Journal and all other papers, both afternoon and evening, at the regular prices, but shall have the privilege of asking two cents for the New York Evening Journal in and around hotels, at the Union Depot, in the central section of the city of Troy, N. Y.

Under the condition that Mrs. W. I. Sheldon of the second part does hereby agree to furnish no boy any Evening Journals, on any day they are published



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unless he wears the monthly button of the Newsboys' Protective Union No. 11,839, of Troy and Vicinity.

The above agreement is to hold good from date.

(Signed) MRS. W. I. SHELDON.

PRESIDENT OF THE NEWSBOYS' UNION,

(Signed) THOS. OSBORN.

Witnesses:

(Signed) C. J. HEELAN.

A. A. DESAUTE.

July 24, 1905.

RETAIL CLERKS AND SALESMEN OF NEWBURGH.

*This agreement, mutually entered into this 16th day of February, A. D., 1905, by and between the Retail Clerks' International Protective Association, through their authorized agents, W. W. Snyder, as President of Local No. 203, and Miss Daisy Eaton, as Secretary of Local No. 203, of the City of Newburgh and State of New York, as parties of the first part, and ..... of the City of Newburgh and State of New York, as part.. of the second part,*

**WITNESSETH:** That said parties of the first part in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all parties, to be kept, done and performed, do hereby lease for the period of three (3) years to the said part.. of the second part ..... Union Store Card ..... the property of and issued by the Retail Clerks' International Protective Association.

Part.. of the second part agree.. to retain in ..... employ only members, or those, if eligible, who will become members within thirty days from the date of their employment, of Local No. 203, Retail Clerks' International Protective Association.

Part.. of the second part agree.. that ..... store, Located at No. .. ..... in the City of Newburgh, State of New York, shall close at the following time: All day on Sunday, all day on the following legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, and excepting the eve of the above named legal holidays, and from the 10th to the 25th of December at 6 o'clock on Tuesdays, Wednesdays, Thursdays and Fridays. Parties of the first part agree to advise all local organizations of the City of Newburgh and State of New York of the action of the second part... signing this agreement; and

It is further agreed by all parties that the interests of each shall be mutually taken care of and advanced and that any violation of the foregoing stipulations shall be sufficient cause for surrender of the Union Store Card.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

*Parties of the First Part*

By W. W. SNYDER,  
Pres. Local No. 203.

DAISY EATON,  
Secy. Local No. 203.

STEAM ENGINEERS (LOCAL UNION NO. 11) OF SYRACUSE

(a.) Dry Goods Houses, Theaters, Printing Houses, Etc.

ARTICLE 1. The undersigned employers agree to employ no engineer, except those in good standing of Local No. 11, I. U. S. E., as engineer.

ARTICLE 2. No engineer shall be discriminated against for working in the interest of the union.

ARTICLE 3. No engineer shall be laid off.

ARTICLE 4. Any engineer through sickness who is unable to perform his duties, shall after recovery receive his former position.

ARTICLE 5. Engineer shall do all repair work in the plant, as should be required of an engineer.

ARTICLE 6. All assistant engineers shall change tricks alternately at least once a month.

ARTICLE 7. Engineers receiving higher wages at present than this contract calls for, shall not be reduced.

ARTICLE 8. Any engineer violating this agreement in any way, shall upon conviction, be expelled from this organization.

ARTICLE 9. A working day shall consist of eight consecutive hours.

ARTICLE 10. The wages for engineer shall be as follows: Chief engineers, \$18 per week; assistant engineers \$16 per week, and time and one-half for overtime.

ARTICLE 11. The International Union of Steam Engineers pledges itself to promote the mutual interest of the parties to this agreement, and to continue the present amicable relations between employer and employee, to observe engineroom regulations. To discipline such of its members as may be guilty of conduct unbecoming an engineer. To uphold the standing of the said firm through the usual channels as union concerns, and to use the organization's good office in behalf of the parties of the first part in every honorable manner.

ARTICLE 12. This agreement shall take effect May 1, 1905, and expires April 30, 1906.

(b.) Ale and Lager Beer Breweries.

[The following articles are additional to or changes from the foregoing contract.]

ARTICLE 6. Any engineer who through sickness is unable to perform his duties, the other engineers can perform his duties, but not to exceed four days.

ARTICLE 7. All assistant engineers shall alternate at such periods as majority of them may agree upon with the approval of city engineer, providing such periods do not exceed a month duration, unless by mutual agreement by assistant engineer, the same to be given in writing, a copy to be delivered to Local No. 11.

ARTICLE 11. The wages for engineer shall be as follows: Chief engineers who are not required to work an eight-hour trick, shall receive \$23 per week. Chief engineers who are required to work an eight-hour trick, \$21 per week, and time and one-half for overtime. All assistant engineers \$18 per week, and time and one-half for overtime. Salaries payable weekly.

(c.) Laundries.

ARTICLE 1. The undersigned employer agrees to employ no engineer, except those in good standing of Local No. 11, I. U. S. E., as engineer.

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**ARTICLE 2.** The minimum rate of wages to be \$14 per week.

**ARTICLE 3.** No engineer shall be discriminated against for working in the interest of the union.

**ARTICLE 4.** Any engineer, through sickness, who is unable to perform his duties, shall after recovery receive his former position.

**ARTICLE 5.** Engineer shall do all repair work in the plant, as should be required of an engineer.

**ARTICLE 6.** All overtime shall be paid as time and one-half.

**ARTICLE 7.** Engineers receiving higher wages at present than this contract calls for shall not be reduced.

**ARTICLE 8.** The International Union of Steam Engineers pledges itself to promote the mutual interest of the parties to this agreement, and to continue the present amicable relations between employer and employee, to observe engineroom regulations. To discipline such of its members as may be guilty of conduct unbecoming an engineer. To uphold the standing of the said firm through the usual channels as union concerns, and to use the organization's good office in behalf of the parties of the first part in every honorable manner.

**ARTICLE 9.** Any engineer violating this agreement in any way, shall upon conviction, be expelled from this organization.

**ARTICLE 10.** This agreement shall take effect May 1, 1905, and expires April 30, 1906.

V.

**LAWS GOVERNING THE BOARD OF MEDIATION AND  
ARBITRATION.**

**(1) THE LABOR LAW.**

**CHAPTER 415 OF THE LAWS OF 1897.**

**ARTICLE X.**

**State Board of Mediation and Arbitration.\***

- SECTION 140.** Organization of board.  
141. Secretary and his duties.  
142. Arbitration by the board.  
143. Mediation in case of strike or lock-out.  
144. Decisions of board.  
145. Annual report.  
146. Submission of controversies to local arbitrators.  
147. Consent; oath; powers of arbitrators.  
148. Decision of arbitrators.  
149. Appeals.

Section 140. [Organization of board.—There shall continue to be a state board of mediation and arbitration, consisting of three competent persons to be known as arbitrators, appointed by the governor, by and with the advice and consent of the senate, each of whom shall hold his office for the term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect, shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such board shall belong to the political party casting the highest, and one to the party casting the next highest number of votes for governor at the last preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this state.

Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the board may be held and taken by and before any of their number, if so directed, but a decision rendered in such case shall not be deemed conclusive until approved by the board.]

This section was repealed in part by chapter 9 of the Laws of 1901, reprinted below.

§ 141. [Secretary and his duties.—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such

\* The original statute was enacted in 1886—chapter 410—which was amended by chapter 63 of the Laws of 1887 and embodied in the general labor law in 1897. The Board was reconstituted under chapter 9 of the Laws of 1901 (page 421 below).

other duties as the board may prescribe. He may, under the direction of the board, issue subpoenas and administer oaths in all cases before the board, and call for and examine books, papers and documents of any parties to the controversy. He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board.]

Repealed or modified by chapter 9 of the Laws of 1901.

§ 142. Arbitration by the board.—A grievance or dispute between an employer and his employees may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lockout or strike. Upon such submission, the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. Mediation in case of strike or lock-out.—Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor by mediation to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. Decisions of board.—Within ten days after the completion of every examination or investigation authorized by this article, the board or a majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy. Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. Annual report.—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. Submission of controversies to local arbitrators.—A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. Consent; oath; powers of arbitrators.—Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy. The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony. The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. Decision of arbitrators.—The board shall, within ten days after the close of the hearing, render a written decision signed by them giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration. One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. Appeals.—The state board of mediation and arbitration shall hear, consider, and investigate every appeal to it from any such board of local arbitrators and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

## (2) ACT CREATING THE DEPARTMENT OF LABOR,

### LAWS OF 1901, CHAPTER 9.

AN ACT to create a department of labor and the office of commissioner of labor, and abolishing the offices of commissioner of labor statistics and factory inspector, and the state board of mediation and arbitration.

Section 1. Department of labor and office of commissioner of labor created.—A department of labor and the office of commissioner of labor are hereby created. Within twenty days after this act takes effect, the governor, by and with the advice and consent of the senate, shall appoint a commissioner of labor, who shall hold his office until January first, nineteen hundred and five. A successor to such commissioner shall be appointed in like manner and shall hold his office for a term of four years, beginning on the first day of January of the year in which he is appointed. Such commissioner shall be the head of such department and receive an annual salary of three thousand five hundred dollars.

§ 2. Offices abolished; powers of commissioners\* of labor.—The offices of commissioner of labor statistics and factory inspector, and the state board of mediation and arbitration, shall be abolished upon the appointment and qualification of such commissioner of labor. The commissioner of labor shall have the powers conferred and perform the duties imposed by law upon the commissioner of labor statistics and the factory inspector.

§ 3. Deputy commissioners.—The commissioner of labor shall forthwith upon entering upon the duties of his office appoint and may at pleasure remove, two deputy commissioners of labor to be designated respectively as the first and second deputy commissioners of labor, each of whom shall receive an annual salary of two thousand five hundred dollars. Upon the appointment of such deputies the offices of the assistant factory inspector, deputy commissioner of labor statistics, and chief clerk of the commissioner of labor statistics are abolished.

§ 4. Bureaus of department.—The department of labor shall be divided by the commissioner of labor into three bureaus as follows: factory inspection, labor statistics and mediation and arbitration. The bureau of factory inspection shall be under the special charge of the first deputy commissioner of labor, who, under the supervision and direction of the commissioner of labor shall have such of the powers conferred, and perform such of the duties imposed, by law upon the factory inspector, as shall be designated by the commissioner of labor. The bureau of labor statistics shall be under the special charge of the second deputy commissioner of labor, who, subject to the supervision and direction of the commissioner of labor shall have such of the powers conferred and perform such of the duties imposed by law upon the commissioner of labor statistics, as shall be designated by the commissioner of labor. The bureau of mediation and arbitration shall be under the special charge and supervision of the commissioner of labor, who, together with the first and second deputy commissioners of labor shall constitute a board, which shall have the powers conferred, and perform the duties imposed, by law on the state board of mediation and arbitration. The powers hereby conferred upon the first and second deputy commissioners shall not include the appointment of officers, clerks or other employees in any of the bureaus of the department of labor.

§ 5. Officers and employees.—Except as provided by this act, the deputies, officers and employees in the office of or appointed by the factory inspector, the commissioner of labor statistics, and the state board of mediation and arbitration are continued in office until removed pursuant to law.

§ 6. Construction.—Wherever the terms commissioner of labor statistics, or factory inspector, occur in any law, they shall be deemed to refer to the commissioner of labor, and wherever the term state board of mediation and arbitration occurs in any law, it shall be deemed to refer to the board created by this act.

§ 7. Pending actions and proceedings.—This act shall not affect pending actions or proceedings, civil or criminal, brought by or against the commissioner of labor statistics or factory inspector. All proceedings and matters pending before the state board of mediation and arbitration when this act

\* So in the original.

takes effect shall be continued and completed before the board hereby created; and where a grievance or dispute has been submitted to the state board of mediation and arbitration, prior to the taking effect of this act, the board hereby created may make such further investigation in relation thereto as it deems necessary.

§ 8. Repeal.—All acts and parts of acts inconsistent with this act are hereby repealed.

§ 9. This act shall take effect immediately.

Became a law February 7, 1901, with the approval of the Governor.









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